Jetstar Airways Pty Ltd

JETSTAR AIRWAYS PILOTS AGREEMENT 2008
PART 1. AGREEMENT ADMINISTRATION

1. APPLICATION OF THE AGREEMENT

1.1 This Agreement is between Jetstar Airways Limited (Jetstar), the Australian Federation of Air Pilots (AFAP) and pilots employed by Jetstar in classifications covered by this Agreement.

1.2 This agreement shall apply to any successor, assignee or transmeeitee (whether immediate or not) to or of the business or part of the business of the Company, in accordance with the Act.

1.3 Awards, other agreements, and State or Territory legislation

1.3.1 This Agreement is a comprehensive agreement and operates to the exclusion of any Awards, industrial agreements, State Awards or State employment agreements, orders of industrial commissions, or State or Territory laws that might otherwise apply to the Employees’ employment, save that it does not exclude State or Territory laws dealing with:
(a) occupational health and safety;
(b) workers’ compensation;
(c) training arrangements;
(d) discrimination and/or equal opportunity employment.

1.3.2 Protected Award Conditions

In view of the remuneration and benefits provided under this Agreement, ‘protected award conditions’, within the meaning of the Act, are excluded from the operation of this Agreement. Protected award conditions are provisions in any Award, which might otherwise apply to pilots’ employment, that relate to the following matters: rest breaks, incentive-based payments and bonuses, annual leave loadings, public holidays and days in substitution thereof, monetary allowances, overtime and shift loadings, penalty rates, and other matters prescribed by the Act.

1.4 This Agreement supersedes and replaces the Jetstar Airways Pilots Agreement 2005.

1.5 Jetstar will supply each pilot with a copy of this agreement upon approval or initial employment.
2. DEFINITIONS WHICH APPLY IN THIS AGREEMENT

“Act” means the Workplace Relations Act 1996 (Cth) as amended from time to time.

“AFAP” means Australian Federation of Air Pilots.

“Agreement” means this Agreement.

“Annual Salary” means the combination of the base salary and, where applicable, the higher duties allowance in clause 26.1.


“Base” means a place that Jetstar operates from.

“Base Freeze” means a pilot’s appointment to a Home Base is subject to the pilot accepting a requirement to remain in that Base for a stipulated period of time.

“Base Salary” means the salary set out in clause 25.1.

“Block Time” means the time between when the aircraft commences pushback from a terminal, or first moves under its own power, until the aircraft engines are shut down at the completion of a flight.

“Business” means the operation of commercial aircraft services by Jetstar.

“CAA” means the Civil Aviation Act 1998.

“Calendar Day” means the twenty-four hour period between midnight and midnight local time.

“CAOs” means Civil Aviation Orders.

“Captain” means a pilot who is currently licensed by CASA and designated in writing as a Pilot in command of aircraft operated by Jetstar.

“CARs” means Civil Aviation Regulations.

“CASA” means the Civil Aviation Safety Authority.

“Check Captain” means a Captain appointed by Jetstar to undertake the position and who is approved in writing by CASA to conduct flight proficiency tests for the issue and renewal of Pilots’ ratings and who certifies as to the competency of Pilots so tested.

“Checked to the Line” means that the pilot holds all appropriate licences, ratings and endorsements in accordance with CARs and CAOs, certified by a Check Captain as competent to pilot an aircraft operated by Jetstar, and have been approved in writing to act as an operating crew member on that type of aircraft.

“Company” or “Jetstar” means Jetstar Airways Pty Limited ACN 069 720 243.

“Company Operations Manual” means the CASA approved or accepted Jetstar Operations Manual as amended from time to time.

“Commission” means the Australian Industrial Relations Commission.

“Conversion Training” means a pilot is undergoing training in the pilot’s existing status to a different aircraft type.

“Credit Hour” is scheduled block time and/or work that is ascribed a block time value under this Agreement for the purposes of pay. Scheduled Block Time is the time as published in the Pilots Roster.

“Cruise Officer” means a pilot who is rostered as the third or subsequent member of an operating crew, for the purpose of relieving the operating crew during cruise flight.

“Deadhead” or “Deadheading” means any travel performed at Jetstar’s direction as a passenger on an aircraft other than as operating crew.
“Designated Day Off” means a rostered calendar day free of duty at home base, or at other ports if requested by the pilot and agreed by Jetstar, and shall include the nominated duty free period as described in the Roster Protocol.

“Duty Free Day” means a period free of duty at home base.

“Duty Time” means duty time as defined in CAO 48 or concessions issued by CASA.

“Eligible Qantas Pilot” has the same meaning as in the MOU.

“First Officer” means a pilot who is currently licensed by CASA and designated as such in writing by Jetstar.

“Fixed Term Employee” means a temporary employee appointed to Jetstar for a nominated term and whose employment terminates at the expiry of that term.

“Flying Duty” means a duty where a pilot operates an aircraft.

“Ghost Number” means a seniority number created in accordance with the terms of the MOU in anticipation of being allocated to a pilot.

“Home Base” is the geographical Base location to which the pilot is assigned in accordance with this Agreement.

“ICUS” means in command under supervision.

“Jetstar” or “Company” means or refers to Jetstar Airways Pty Ltd ACN 069 720 243.

“Jetstar Pilot Association” or “JPA” means the elected or appointed representatives of the pilots covered by this Agreement.

“Junior First Officer” means a pilot who is appropriately trained, licensed and endorsed to act as a First Officer, but has insufficient experience to qualify for an Airline Transport Pilot Licence (ATPL).

“Layover” means when a duty terminates at a place other than home base and then recommences from that place.

“Manager Line Operations” means a pilot appointed in writing by Jetstar who is approved by CASA to perform the duties and responsibilities of Chief Pilot for a particular fleet type.

“Misconnections” means disruptions caused by mechanical malfunction, weather, industrial dispute, or for any reason that is beyond Jetstar’s control.

“Mixed Fleet Flying” means being concurrently endorsed and approved to operate both a Narrow Bodied category and a Wide Bodied category aircraft.

“MOU” means the Memorandum of Understanding on the Exchange of Career Opportunities for Jetstar and Qantas Pilots made between Qantas Airways Limited, Jetstar Airways Pty Ltd, the Australian and International Pilots Association and the Committee of the Jetstar Pilot Group. This MOU is referred to in this Agreement and may be used to assist in the interpretation of provisions included in this Agreement but does not form part of this Agreement.

“Narrow Bodied” or “Narrow Body Jet Aircraft” means as understood in the aviation industry to be a single aisle cabin configured aircraft. It will be described as a “category” of aircraft in this agreement.

“Overnight” means where a pilot is on a layover and required to have a suitable rest period prior to commencing duty.

“Pilot” or “Employee” means a person who is the holder of a Commercial Pilot’s Licence or Airline Transport Pilots Licence and is employed under this Agreement.
“Pilots Roster” means a scheduled arrangement of flight time (inclusive of proficiency flying, simulator and positioning), sign-on, sign-off times, standby periods and days off for a specific period as determined by Jetstar.

“Positioning Travel” means duty travel, by any method including deadheading, other than as an operating crew member, performed at Jetstar’s direction, and required for the purpose of positioning a pilot for a duty.

“Re-Conversion Training” means a pilot is undergoing training, in the pilot’s existing status, to an aircraft type on which the pilot had been previously qualified.

“Rest period” means from sign-off to sign-on time where a pilot is free from all duty and if out of home base provided with suitable resting or sleeping accommodation.

“Roster Protocol” means the Roster Build Agreement and/or the Day of Operations Agreement, as agreed to by Jetstar and the Jetstar Pilot Association.

“Secondary Duties” means a pilot designated by Jetstar in writing to undertake special projects in accordance with the approved duty statement for the assignment.

“Sign-Off” means the time of completion of all duties associated with a tour of duty.

“Sign-On” means the time of commencement of duties associated with a tour of duty.

“Standby” means a period in a day that is not allocated as a work day or day off, where a pilot must be contactable and available to be called in for duty. Standby time is not duty time until the pilot signs-on following a call in.

“Temporary Transfer” means where a pilot is temporarily transferred from their Home Base, to another location or base that is not in relation to a layover, for an agreed period.

“Tour of Duty” means the elapsed period between sign-on and sign-off at Home Base, including but not limited to, time spent in emergency procedure practices, simulator training, conversion, re-conversion or upgrade training, meetings, examinations and courses organised by Jetstar.

“Training Captain” means a Captain appointed by Jetstar in writing to perform Training Captain duties as defined in Jetstar Operations Manuals.

“Upgrade Training” means a pilot is undergoing training for a higher status on the pilot’s current aircraft type.

“URTI” means Upper Respiratory Tract Infection.

“Wide Bodied” or “Wide Body” means as understood in the aviation industry to be an aircraft with more than one aisle. It will be described as a “category” of aircraft in this agreement.
3. WORKING WITH JETSTAR UNDER THIS AGREEMENT

The relationship between Jetstar and pilots covered by this Agreement is based on:

3.1 Mutual trust and integrity.
3.2 A shared responsibility to achieve Company objectives.
3.3 Pilots accepting responsibility and authority while Jetstar provides direction, guidance and support.
3.4 Encouraging pilots’ skill acquisition and personal development.
3.5 Effective consultation, communication and decision making.
3.6 Flexible working conditions that will take into account pilots’ needs balanced against the Company’s objectives.

4. THE EFFECT OF THIS AGREEMENT ON PILOTS’ EMPLOYMENT

4.1 This Agreement will apply to the employment of pilots by Jetstar Airways Pty Ltd.
4.2 This Agreement commences operation on the day that it is lodged and will continue for five years from that date.
4.3 This Agreement will continue to apply after its expiry date in Accordance with the Act until such time that the Agreement is varied, replaced or terminated in accordance with the Act.
4.4 Company policy will supplement the clauses in this Agreement. To the extent that there is any disparity between Company policy and this Agreement, the Agreement will prevail. Jetstar will provide each pilot with copies of Company policy manuals upon initial employment and as they are amended from time to time.
4.5 This Agreement shall be read and interpreted in conjunction with the CAA, CARs and CAOs provided that, where there is any inconsistency, the CAA, CARs and CAOs will take precedence to the extent of the inconsistency.
PART 2. PILOTS’ RESPONSIBILITIES AND JETSTAR’S DIRECTION, GUIDANCE AND SUPPORT

5. THE BASIC RESPONSIBILITIES OF ALL PILOTS

The basic responsibilities that pilots have to Jetstar include but are not limited to:

5.1 To carry out the pilot’s work as lawfully directed and at places reasonably requested by Jetstar, in accordance with this agreement.

5.2 To comply with the CAA, CARs and CAOs as amended from time to time.

5.3 To comply with Jetstar’s policies, practices or procedures as varied from time to time.

5.4 To accept a duty of care to advise Jetstar as soon as practicable of any breach, or suspected breach of Jetstar’s policies, practices or procedures or any act of misconduct of which the pilot becomes aware.

5.5 To do the pilot’s best to promote, and not harm, Jetstar’s business, interests and reputation. This includes reporting to Jetstar any information of which the pilot becomes aware which may be reasonably expected to adversely affect Jetstar's business.

5.6 To apply care and common sense in performing work for Jetstar.

5.7 Where possible to not absent themselves from the workplace without Jetstar’s permission. An absence from work for a continuous period exceeding three (3) working days without notification to Jetstar may be prima facie evidence that a pilot has abandoned their employment.

5.8 To advise Jetstar as early as possible, prior to the commencement of work or any standby period, of the pilot’s inability to attend work due to illness or injury.

5.9 To comply with all of Jetstar’s reasonable instructions in order to protect both the pilot’s own health and safety and the health and safety of other employees and any other person having dealings with Jetstar at the workplace.

5.10 To not smoke on Company property, except in designated areas. To not smoke or consume alcohol when in uniform in the view of the public.

5.11 To submit to any Company funded medical examination with a Designated Aviation Medical Examiner (DAME) that concerns the pilot’s fitness to perform the duties of a Jetstar pilot.

5.12 To maintain current domestic Jeppesen flight documentation at their own expense.

5.13 To maintain a current aviation medical at their own expense.

5.14 To maintain a Checked to the Line status.

5.15 To not disclose in any way to any one outside of the Company and to keep confidential any ‘confidential information’ they become aware of through their employment with Jetstar other than where required by law, or where seeking advice or assistance from a representative from the JPA, or a representative of a Registered Industrial Organisation of which they are a member, regarding such matters that pertain to the employee – employer relationship. “Confidential information” includes all information relating to Jetstar’s business or operational interests, Jetstar’s methodology and affairs, financial information and anything else Jetstar notifies a pilot as being confidential. Nothing in this clause precludes a pilot from divulging information about this Agreement to any other person.
6. SECURITY REQUIREMENTS

6.1 Jetstar operates under the authority of the Civil Aviation Act, Civil Aviation Regulations, Civil Aviation Safety Regulations and the associated Operating Manuals, the conditions of which are legally enforceable.

6.2 The issue and conditions of use of ASICs are controlled by the Aviation Transport Security Act 2004 and Aviation Transport Security Regulations 2005. At all times pilots must maintain a current ASIC. Jetstar will pay the costs and assist with the timely renewal of a pilot’s ASIC.

6.3 If a pilot misplaces their ASIC, Jetstar will assist the pilot with the timely issue of the replacement ASIC, however the pilot will be required to pay the cost.

6.4 Failure to maintain a current ASIC through a pilot’s default or misconduct may result in the termination of the pilot’s employment.

6.5 Pilots are required to abide by the instruments referred to in this clause at all times.

7. PILOTS’ OBLIGATIONS REGARDING COMPANY PROPERTY

7.1 Pilots must return to Jetstar on demand, upon the termination of this Agreement or their employment, all Company property acquired or otherwise in their possession. In instances where outstanding property is not returned, the pilot agrees to pay the financial value of that property as assessed by Jetstar on demand or by deduction from the final payment of monies.

7.2 For the purposes of this clause anything that Jetstar owns, rents or loans, issues or provides to a pilot will be regarded as Company property. These things may include, but are not limited to, identification and security cards, wings, uniforms, all plant, equipment, tools, all documents, manuals and records of any kind relating to Jetstar’s business.

8. RESTRICTIONS ON PILOTS’ ABILITY TO FLY FOR ANOTHER PERSON WHILE EMPLOYED WITH JETSTAR

8.1 Unless agreed by Jetstar, pilots may not undertake any other paid employment while working for Jetstar that affects in any way their ability to meet their obligations under this Agreement or the pilot’s contract of employment with Jetstar.

8.2 The Company will explore opportunities for pilots to take leave without pay to work for fixed periods with other airlines consistent with Jetstar’s business objectives. The Company recognises that such arrangements may further pilots’ career development and Jetstar’s business objectives. The Company will advise pilots from time to time of any leave without pay arrangements it develops under this clause.

9. DISCLOSURE OF INFORMATION ON ENGAGEMENT

9.1 Pilots shall declare by way of their employment application that all information provided by them to Jetstar prior to appointment is accurate and complete.

9.2 The inclusion of misinformation or failure to disclose any information, which is reasonably relevant to Jetstar’s decision to employ a pilot, may result in the summary termination of the pilot’s employment.
10. MUTUAL COMMITMENT TO SAFETY IN THE WORKPLACE

10.1 Jetstar will make every effort to ensure that the pilots’ workplace is safe. Jetstar has established and will maintain procedures and workplace consultative committees to help achieve this, and to ensure that pilots’ concerns and ideas are taken into account.

10.2 Pilots must comply with all relevant CAOs, CARs, Jetstar’s Occupational Health and Safety Manual and all of Jetstar’s reasonable instructions. These instruments are designed to ensure the protection of the pilot’s own health and safety and the health and safety of other employees, contractors, Jetstar’s customers and any other person having dealings with Jetstar at the workplace.

10.3 Jetstar will enforce and pilots agree to uphold the zero tolerance of drugs (prescribed or non-prescribed), alcohol or any other substance which may affect the pilot’s ability to do work, or impairs the pilot’s ability to carry out their duties effectively and safely.

10.4 Pilots must not possess or consume drugs (prescribed or non-prescribed), or any other substance including alcohol, which may affect the pilot’s ability to do work, or impairs the pilot’s ability to carry out their duties effectively and safely whilst at work. However pilots may consume alcohol in moderation while deadheading after duty if they are not required for further duty – or where they are deadheading for some other purpose where no duties will be required. These exceptions only apply to a pilot who is not wearing identifiable pilot uniform.

10.5 Pilots must, to the best of their ability, having gained appropriate medical advice inform Jetstar, prior to commencing work, if they are under the influence of drugs (prescribed or non-prescribed), alcohol or any other substance where this may in any way affect the performance of the pilot’s duties pursuant to this agreement.

10.6 Pilots must inform Jetstar prior to commencing work, of any event or situation, which may adversely affect the pilot’s ability to perform work for Jetstar.

11. MUTUAL SUPPORT IN CASE OF WORKPLACE INJURY

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

11.2 In such an event Jetstar 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.

11.3 Where appropriate, Jetstar will make every endeavour to allocate flying operations-related tasks within the pilot’s capability and where practicable are desirable to them.

12. CLASSIFICATION AND LOCATION

12.1 A Pilot’s Classification

12.1.1 A pilot’s classification, which includes the pilot’s rank and aircraft type, will be advised in the pilot’s offer of employment letter.

12.1.2 Any change to a pilot’s classification will be advised in writing. This advice will include the terms of the appointment, the salary to be paid, and the allowances applicable to the appointment.
12.1.3 For the purposes of this clause, “permanent” means a pilot is appointed to the classification on a permanent basis and “temporary” means a pilot is appointed for a specific period of time.

12.2 A Pilot’s Home Base
12.2.1 A pilot’s home base on commencement with Jetstar will be nominated in Jetstar’s offer of employment letter.
12.2.2 Pilots will be required to work in any of Jetstar’s operations and subject to the terms of this Agreement may be required to transfer their home base on either a temporary or permanent basis, to any other base in the Jetstar network, after consultation with the pilot on the terms and conditions that will apply to the transfer.

13. INSURANCE AND INDEMNITY

13.1 Loss of Licence Insurance
On application by a pilot Jetstar will provide the pilot with loss of licence insurance, or will reimburse the pilot’s cost of purchase of loss of licence, income protection or other similar insurances, to a maximum of 1.5% per annum of the pilot’s applicable base salary set out in clause 25.1. Allowances and any extra flying allowance will not apply in determining the base salary. Jetstar will require production of an appropriate receipt before reimbursing the pilot.

13.2 Death Benefit Insurance
Jetstar will provide each pilot with accident insurance for a death benefit of not less than $500 000 over and above any entitlement available under accident compensation legislation.

13.3 Indemnity
13.3.1 Jetstar indemnifies and will keep pilots indemnified against all claims and demands whether made during or after the period of a pilot’s employment, by any other employee of the Company, by any passenger on any aircraft operated by the Company or by any other person whatsoever (and including in each case any claim or demand by the legal personal representative of any such person) for any loss, damage or expense incurred or suffered by any such person as a result of:
   (a) the loss of or any damage to any property of any person (whether or not the person making the claim);
   (b) the death of or any injury to any person (whether or not the person making the claim) caused or contributed to by any act or omission of a pilot’s while engaged in the performance of the duties of a pilot’s employment.

13.3.2 Jetstar releases and discharges pilots from all claims and demands the Company may have whether during or after the period of a pilot’s employment for any loss, damage or expense incurred or suffered and any other sum otherwise payable by the Company as a result of:
   (a) the loss of or any damage to any property of the Company; or
   (b) any claim made or proceedings brought against a pilot or the Company of the kind described in sub-section (a); caused or contributed to by any act or omission of a pilot while engaged in the performance of the duties of the pilot’s employment.
13.3.3 The releases and indemnity given by Jetstar to pilots under clauses 13.3.1 and 13.3.2 do not extend to any claim arising from the loss of or damage to any property or the death of or injury to any person caused wilfully by a pilot unless necessitated by circumstances reasonably beyond the pilot’s control.

13.3.4 The benefit of the releases and indemnity given by the Company to pilots under clauses 13.3.1 and 13.3.2 extend to the pilot’s legal personal representative and each of a pilot’s beneficiaries.
PART 3. CONSULTATION AND COMMUNICATION

14. CREW CONSULTATION

On a regular basis, the respective fleet Manager Line Operations will brief pilots on operational issues and pilots are encouraged to raise issues or concerns directly with them.

15. WORKPLACE CONSULTATION

15.1 Jetstar Pilot Consultative Council (JPCC)

Jetstar will implement a communication and consultation process with the JPA whereby ways to resolve operational issues and recommend solutions and improvements over a range of areas including safety will be discussed. The purpose of this process is to give everybody a voice, prioritise and resolve issues, and learn from others. The collective group made up of Jetstar Management and representatives of the JPA will meet as the Jetstar Pilots Consultative Council (JPCC). The JPCC may invite other relevant persons to attend meetings as they see fit.

15.2 The primary roles of the JPCC are:

(a) to assist Jetstar in handling challenges and changed circumstances that may arise due to the growth of Jetstar;

(b) to provide a forum for consultation with pilots on workplace issues (including changes to Jetstar policies and procedures) that affect them.

16. PILOT’S JOB PERFORMANCE

16.1 Jetstar will formally review each pilot’s performance annually and Jetstar will consult and seek pilot’s active participation in this process.

16.2 These reviews are an opportunity for a pilot and Jetstar to assess the pilot’s performance, skills and abilities or to raise any other matters about the pilot’s work. Jetstar will discuss areas of success and, if necessary, aspects of the pilot’s performance which require improvement or are unsatisfactory.

16.3 Jetstar will keep records that include each pilot’s personnel file, check and training file and performance assessments, and these will be made available to the pilot at Jetstar’s head office upon the pilot’s written request.

17. INCIDENTS & INVESTIGATION

17.1 Where a pilot is alleged to be involved in any incident relating to their employment, that pilot may be suspended pending investigation of the incident. During the suspension period the pilot will receive their annual salary except where clause 32.3 applies.

17.2 Where the pilot is subsequently cleared of all allegations, they will be paid in accordance with their original roster (excluding meal, accommodation/overnight and incidentals reimbursements/payments).

17.3 For any disciplinary matter, Jetstar shall give a pilot it wishes to interview a minimum of 48 hours notice of any meeting. It shall further stipulate in writing the incident it wishes to investigate and the allegations it wishes the pilot to address and these shall be provided at least 24 hours prior to any such meeting.

17.4 The pilot may choose to have any person represent them during an investigation process.
17.5 In all cases natural justice and procedural fairness shall prevail.

**18. DISPUTE SETTLEMENT PROCEDURE**

18.1 It is important that pilots and Jetstar commit to resolving any disputes that may arise over the application of this Agreement. If such a dispute arises the following procedure must be followed:

18.1.1 The matter will first be discussed by the affected pilot and their Supervisor and/or Manager.

18.1.2 If not settled, the matter will then be discussed by the affected pilot and their Manager Line Operations.

18.1.3 If still not resolved, the matter will be discussed by the affected pilot and the General Manager Flight Operations or their representative.

18.1.4 Should an issue remain unresolved, it may be referred by either party to the dispute to the Commission to resolve through private conciliation and or arbitration. Subject to the provisions of this clause, the parties to the dispute will accept the outcome of any private arbitration.

18.2 If a dispute is referred to the Commission for resolution, the Commission can take any or all of the following actions as it considers appropriate to resolve the dispute:

18.2.1 convene conciliation conferences of the parties or their representatives at which the Commission is present;

18.2.2 require the parties or their representatives to confer among themselves at conferences at which the Commission is not present;

18.2.3 request, but not compel, a person to attend proceedings;

18.2.4 request, but not compel, a person to produce documents;

18.2.5 where either party requests, conciliate or make recommendations about particular aspects of a matter about which they are unable to reach agreement;

18.2.6 where the matter, or matters, in dispute cannot be resolved (including by conciliation) and one party or both request, arbitrate or otherwise determine the matter, or matters, in dispute.

18.3 The Commission must follow due process and allow each party a fair and adequate opportunity to present their case.

18.4 Any determination by the Commission under clause 18.2.6 must be in writing if either party so requests, and must give reasons for the determination.

18.5 Any determination made by the Commission under clause 18.2.6 must be consistent with applicable law and must not require a party to act in contravention of an applicable industrial instrument or law. Where relevant, and circumstances warrant, the Commission will consider previous relevant decisions of the Commission.

18.6 The Commission must not issue interim orders, ‘status quo’ orders or interim determinations.

18.7 A pilot may request to have a representative of their choice, which may include a representative from the JPA, or a representative of a Registered Industrial Organisation of which they are a member, represent them at any stage of this dispute settlement procedure. Any such representative nominated by the pilot pursuant to this dispute resolution procedure will be allowed access to the pilot, at Jetstar’s Head Office or such other place as may be agreed to between Jetstar and the pilot, so that relevant information and instructions can be obtained.
18.8 While the procedure set out in this clause is being followed, work will continue as per the status quo prior to the dispute arising unless it relates to a health and safety concern which poses an imminent risk to a pilot’s welfare and safety at work.

18.9 No party will be prejudiced as to the final settlement by the continuance of work in accordance with this clause 18.

18.10 Where a bona fide safety issue is involved, the Company and the appropriate safety authority must be notified concurrently or at least a bona fide attempt made to so notify the authority.

18.11 For the purpose of this clause 18, a ‘party’ means Jetstar and a pilot, or a number of pilots covered by this Agreement who are involved in a dispute about matters arising under this Agreement.
PART 4. SKILL ACQUISITION AND PERSONAL DEVELOPMENT

19. MUTUAL OBLIGATIONS TO TRAINING

19.1 Training and Personal Development

19.1.1 Training and personal development are an important part of pilots’ employment with Jetstar.

19.1.2 Jetstar will provide reasonable access to training to afford pilots the opportunity to acquire all of the skills, competency and knowledge needed to perform work in their appointed position.

19.1.3 Pilots may be required to undertake training to enhance and broaden their work skills as required in their appointed position. By agreement with Jetstar, a pilot may train for higher or alternative positions. This training will not entitle them to the rate of pay for that higher or alternative position, unless the training is completed and Jetstar require the pilot to use such skills in performing certain duties.

19.1.4 Provided a pilot agrees, training may be undertaken in their own time on a non-paid basis.

19.1.5 With a pilot’s agreement they may be required to teach work skills and procedures to other employees as part of on the job training, provided Jetstar have given the pilot suitable instruction for this purpose where they do not already have the required skills and/or knowledge.

19.1.6 Jetstar will not normally require a pilot to undertake any flight or standby duties on the same day as any ground training. Any exceptions will be published or promulgated in the roster protocol called for under clause 23.1 of this agreement.

19.1.7 Jetstar may require a pilot to enter into a training bond or endorsement agreement, for a term no greater than 36 months, for an amount set at the time vacancies are advertised and set in accordance with Attachment 2.

19.1.8 In the event of resignation and/or termination, in accordance with clause 32.8 the pilot may, at Jetstar’s discretion, be required to pay the amount as stated in any such training bond or endorsement agreement to Jetstar on demand or by deduction from the final payment of monies.

19.1.9 In the event of any dispute over the bond payment all costs incurred in resolving the dispute, including third party legal costs, shall be the responsibility of the party found to be in breach of the bond or endorsement agreement.

19.2 Command Potential and/or Equipment Changes

19.2.1 Jetstar will assess each pilot’s command potential and/or suitability for equipment change on a regular basis.

19.2.2 Before a pilot is considered by the Company to be qualified for commencement of training for promotion and/or transfer to another aircraft, they will be required to:

(a) have complied with Aviation Regulatory Authority licensing requirements;

(b) be considered operationally suitable for training by the Appointments and Promotions Committee as defined in the Company Operations Manual (OM1); and
have met the Company promotional criteria as set out in the Company’s Manual.

19.2.3 Despite anything contained elsewhere in this Agreement, if a pilot does not meet the requirements of the assessment(s) referred to in clause 19.2.2, they will not be offered promotion or equipment change.

19.2.4 The Company may deny a pilot’s bid to transfer to another aircraft type if, at the anticipated training commencement date, the pilot would not be able to provide a five (5) year return of service.

19.3 **Classification and Base Vacancies and Assignments.**

19.3.1 Jetstar will advertise all equipment assignments, vacancies, temporary and permanent transfers by Flight Standing Order and via Jetstar email with a minimum of seven (7) days notice. All pilots will be entitled to submit a bid in writing for advertised positions and Jetstar will fill such vacancies and allocate such transfers in accordance with clause 21.8, except that Jetstar may appoint any pilot to an Operations Department management position. Jetstar may appoint Check and Training Captains from Type Captains on the seniority list, provided that they must have the applicable experience.

19.3.2 Jetstar will use a standard documentary format, which displays the relevant information on each occasion a vacancy is advertised. The format will include:

(a) Equipment assignment;
(b) Locations of vacancies;
(c) Number of vacancies at each location;
(d) Closure date of bids;
(e) Anticipated commencement date of technical training

19.3.3 Each pilot awarded a vacancy will be notified immediately by Jetstar and the award of a vacancy will then be confirmed in writing. Jetstar will notify the pilot group of the awards at the same time.

19.3.4 A pilot may submit a standing bid.

19.3.5 If Jetstar promotes a pilot over a more senior pilot, the more senior pilot will retain his/her position on the seniority list and will be advised in writing of the reasons prior to publication of the allocations. If the more senior pilot disputes Jetstar’s assessment, and the pilot prima facie meets the criteria for appointment to the position concerned and has bid for that position (including a standing bid), they may elect to dispute the matter and Jetstar may be required to demonstrate why the pilot should not be paid the salary applicable to the position concerned.

19.3.6 To the extent that it is necessary to overcome immediate problems of crew shortages arising when additional equipment is introduced, Jetstar may need to utilise pilots out of order of seniority. Jetstar will consult with the JPA on each such occasion on the conditions that will be applied.

19.3.7 Unless otherwise agreed between Jetstar and the JPA, training required by pilots who successfully bid for vacancies will be carried out in order of seniority by allocated base and aircraft type.
19.3.8 Despite anything elsewhere contained in this Agreement, conversion and upgrade rights under clause 19.3 will be limited to one upgrade to the Wide Body category and one command training opportunity. However, movements between aircraft types within categories will continue to be obtained in accordance with the provisions of this agreement except that movement from a Narrow Body category or the A330 to the B787 will be subject to a training bond or endorsement agreement in accordance with clause 19.1.7.

19.3.9 Any other conversions of transfers between Wide and Narrow Bodied aircraft and vice versa may either:
   (a) be undertaken at the request or direction of the Company; or
   (b) be undertaken at the request of the pilot, where agreed by the Company. In this case the cost of the training will be recovered from the pilot using the schedule of payments set out in Attachment 2.

19.3.10 Despite anything elsewhere contained in this Agreement, where a pilot wishes to bid back from a Wide Bodied to a Narrow Bodied aircraft or from command to a lower classification, the request will be subject to a current vacancy at the bid back level and the company’s consent. The cost of any training following being awarded a bid back opportunity will be recovered from the pilot using the schedule of payments set out in Attachment 2.

19.3.11 Despite the provision of clause 19.3.10, in the event of a reduction in the size of the A330 aircraft fleet, an affected A330 pilot may bid back to the Narrow Body Type instead of converting to the B787, subject to a vacancy at the bid back level. In this event the pilot will not be subject to the cost of any training but may be required to enter into a training bond or endorsement agreement in accordance with clause 19.1.7.

19.4 Failure to Become or Remain Checked to the Line

19.4.1 If Jetstar directs a pilot to undergo conversion, re-conversion or upgrade training, and they fail the check subsequent to that training the pilot may choose to undergo further training in accordance with clauses 19.4.2 and 19.4.3, or to be reinstated to their previous position or equipment assignment or to a position as close as possible if the original position is not available.

19.4.2 If a pilot accepts an offer to undergo conversion, re-conversion or upgrade training, and they fail the check subsequent to that training, the pilot will be given two (2) additional attempts to pass, with a suitable period of training being provided after the failed check(s). This will apply to both Simulator and Line training phases.

19.4.3 If a pilot fails any recurrent Simulator Flight Check or Line Flight Check they will be given remedial training followed by a subsequent check. Where the pilot fails the subsequent check, the pilot will be given one (1) additional attempt to pass, with a suitable period of training being provided. The pilot may elect to have the final check conducted by a different Check Pilot.

19.4.4 In instances where a pilot:
   (a) refuses training under clauses 19.4.2 and/or 19.4.3, or
   (b) after undergoing such training fails the subsequent checks; or
   (c) has been provided with appropriate counselling and guidance, and in Jetstar’s view demonstrates an inability to maintain a Checked to Line Status on an ongoing basis,
the pilot’s employment under this Agreement will be reviewed, which may result in termination of their employment.
19.4.5 As each case will be reviewed on a case by case basis, a decision not to terminate shall not be viewed as a precedent for any other case.

19.5 **Simulator Training Sessions**

19.5.1 Pilots will be given as much notice as possible of a session in the flight simulator except that:

(a) if the session is the pilot’s own cyclic check or training, then the minimum notice will be ten (10) days;

(b) the notice in (a) above will only be reduced with the pilot’s approval or when cancellation of a properly notified check or training session has been followed by a rescheduling for a later date advised to them.

19.5.2 Pilot and co-pilot operating positions will be occupied by pilots employed by the Company or pilots under training employed by the Company or by pilots checked to the Company’s flight operating standards.

19.5.3 A tour of duty that includes a simulator duty will be treated as per the roster limits contained in the CAO 48 exemption. Pilots will not be scheduled for more than four (4) hours simulator flight time on any one day.

19.5.4 Pilots may be required to Deadhead for up to 2.5 hours scheduled flight time, prior to a simulator duty on the same day, provided that the simulator duty is a training session only, and the total duty time does not exceed twelve (12) hours. Any extension beyond twelve (12) hours will be at the discretion of the pilot. A pilot will not be required to Deadhead prior to a simulator check session on the same day.

19.5.5 A pilot may be required to Deadhead after a simulator session.

19.5.6 Once commenced, a simulator duty period (not including deadhead travel) will not exceed eight (8) hours, except in the event of simulator unserviceability or by mutual agreement.

19.5.7 A break of fifteen (15) minutes will be allowed at completion of approximately two (2) hours of simulator flight time, or where applicable at the end of a Line Orientated Flight Training (‘LOFT’) session, when such a break may be followed by further simulator flight time.

19.5.8 Where the session is for pilot endorsement purposes, the rostered duty will not exceed eight (8) hours to allow for endorsement briefing, including cockpit familiarisation and daily inspection training. This time may be extended in the event of simulator unserviceability or by mutual agreement.

19.6 **Obtaining currency on appointment**

19.6.1 A pilot who is appointed from Qantas under the terms of the MOU without possessing type currency will receive the following assistance with obtaining currency over and above the normal induction course for endorsed pilots as described in Company manuals:

(a) Provision of written documents and/or CBT programs;

(b) Eight (8) hours of simulator training (4 hours as the pilot flying and 4 hours as the support pilot); and

(c) Ten (10) hours of line flying.
19.6.2 A pilot who is appointed from Qantas under the terms of the MOU who requires assistance to achieve currency additional to the assistance provided at clause 19.6.1, will have the cost of their salary (incurred during the period they receive additional assistance) deducted from their salary over twelve (12) monthly instalments (or such longer period as may be agreed between the pilot and the Company), commencing from the start of the additional assistance.
PART 5. WORKING CONDITIONS

20. CATEGORIES OF EMPLOYMENT

20.1 Probation

20.1.1 On initial employment with Jetstar a pilot may be placed on probation from commencement of employment until six months after being successfully checked to line, or nine months from commencement of employment, whichever occurs earlier.

20.1.2 A formal assessment and examination may be undertaken at any time during a pilot’s probation. If the pilot fails this assessment or is otherwise deemed unsatisfactory by Jetstar, their employment with Jetstar will be terminated.

20.1.3 During the probationary period Jetstar may terminate the employment of a pilot who fails an assessment or is otherwise deemed unsatisfactory in accordance with clause 20.1.2, by providing one (1) week’s notice in writing to the pilot.

20.2 Full-time Pilot

20.2.1 A full-time pilot is employed on a full time basis, has completed their probationary period and will be entitled to all the provisions of this Agreement, except those that specifically apply to other categories of employment.

20.3 Part-time Pilot

20.3.1 A part-time pilot is employed by Jetstar on an ongoing basis, but for less rostered duty time (on average) than a full-time employee.

20.3.2 Unless otherwise indicated, a part-time pilot will be entitled to paid leave (clause 31) and to redundancy pay (clause 33) on a pro-rata basis according to the average weekly rostered duty time they work. Termination of employment will be in accordance with clause 32.5.

20.4 Job Share

20.4.1 Job share is a form of part time work where two pilots agree to share one pilot position and one line of flying, including sharing the standby and designated days off on that line of flying.

20.4.2 Access to job share will be by application. Approval of the application by the Company will be subject to both operational requirements and an overall limit of no more than 5% of pilots being in a job share arrangement and may be approved for a fixed term.

20.4.3 Each pilot in a job share will be paid 50% of the annual salary received by an equivalent full time pilot.

20.4.4 A pilot in a job share will receive extra flying allowance at the rate prescribed under clause 25.5 only where:

(a) the pilot has more than 37.5 hours credit hours in a month; and

(b) the two pilots in the position being shared have between them performed more than 75 hours credit hours in that month.

20.4.5 Clause 25.5.2(b) will apply to pilots sharing a position, provided that a week of annual leave for a one job sharer in a shared position will attract a credit of at 50% of the rate applying to a full time pilot.
20.4.6 At the end of each twelve (12) months each party to the job share will be credited with 35 calendar days (5 weeks) annual leave. This leave will be paid at 50% of the full time annual salary, provided that leave accrued prior to commencing a job share but taken after commencing a job share will be paid at the full time rate. This entitlement takes account of the flexibility for the pilots associated with the job sharing arrangement and the additional overhead costs incurred by the Company.

20.4.7 Parties to a job share will be expected and may be directed to take 5 weeks leave each year and during this period the other party will fly a full line of flying, paid for in accordance with clauses 20.4.3, 20.4.4 and 20.4.5. Annual leave will be taken in minimum blocks of 2 weeks, advised to and approved by the Company in advance.

20.4.8 Personal leave and URTI leave will accrue and be credited at 50% of the number of days for a full time pilot. If one party is on, or expects to require, continuous personal leave exceeding one month, the job share will be dissolved.

20.4.9 Parental leave will be treated on the same basis as annual leave – in terms of both the pilot taking the leave and the effect on the other job share partner – provided that if one party applies for parental leave exceeding one month the job share will be dissolved. The same approach will apply in the case of prolonged illness by one party.

20.4.10 Where the accrual period for any category of leave contains a mix of full time employment and employment in a job share, the accrual for that period will be on a pro-rata basis.

20.4.11 Long Service Leave while working in a job share will accrue at 50% of the full time rate (when such accrued leave is taken it will be paid at the full time rate of pay).

20.4.12 Service for redundancy benefits while working in a job share will accrue and be capped at 50% of the full time rate, with the benefit then being paid at the full time rate of pay – that is two (2) years part time service equates to one (1) year of service for the redundancy scale. In the event of redundancy this discounted service period would then be multiplied by the full time rate of pay.

20.4.13 The parties to a job share are responsible for allocating the full time line of flying between each other. Except in the case of personal leave taken and covered at short notice, the job share partners must advise the Company no less than 48 hours in advance of each scheduled flight of who will be crewing that flight.

20.4.14 In dividing the line of flying and in planning and taking annual leave, both pilots to a job share must ensure that they maintain 70 day RPT recency and that 35 day recency is lost no more than once per pilot per annum.

20.4.15 The parties to a job share may agree to temporarily return to two full lines of flying at the request of the Company to meet short term operational requirements.

20.4.16 A job share arrangement may be terminated by the company:
   (a) for operational reasons and will be subject to notice of three Roster Periods; or
   (b) where the terms of this agreement are not adhered to, or where flying standards are suffering, or the Company has reasonable grounds for believing they will suffer, as a result of any aspect of the arrangement and will be subject to one Roster Period’s notice.

20.4.17 The Company’s decision to terminate a job share arrangement will be final.
20.4.18 Termination of the job share by a pilot will be subject to one Roster Periods notice and to the Company being able to productively use the additional pilot resource.

21. SENIORITY

21.1 Jetstar will publish from time to time a seniority list of all pilots in Jetstar’s permanent employment. A number indicating relative length of service with the Company will identify the seniority of each pilot on the list, the longest serving pilot having the number “one”. The list will also indicate start date and fixed term details for fixed term pilots. Once having established a seniority date, a pilot will not lose that date except by termination of employment as a pilot with the Company. Jetstar will amend the seniority list as necessary and publish an amended list at intervals not exceeding 6 months.

21.2 From the date on which the MOU came into effect 7 in each 20 new seniority numbers have been Ghost Numbers that can be used by eligible Qantas pilots to access First Officer or Captain positions in Jetstar in accordance with the terms of the MOU. This allocation of ghost numbers will continue for the life of the MOU.

21.3 Pilots appointed from Qantas, under the terms of clause 7 of the MOU, to fill “hotspot” positions as defined in the MOU, will be allocated seniority numbers outside of the arrangements set out at clause 21.2 above, provided that if such a pilot accepts ongoing employment with Jetstar, then the next Ghost Number which is available at the time that the pilot accepts ongoing employment will be deleted from the sequence of Ghost (seniority) Numbers.

21.4 The Ghost Numbers referred to in clause 21.2 may be, notwithstanding any other provision of this Agreement:
   (a) accessed by eligible Qantas pilots to take up positions in Jetstar; and
   (b) allocated to such pilots, and continue or be deleted, in the manner and under the conditions prescribed under the MOU.

21.5 A fixed term pilot who completes or terminates their fixed term engagement, under the MOU or otherwise, to accept an offer of permanent employment, without any break in employment, will retain the seniority number allocated to them at the commencement of the fixed term.

21.6 A pilot’s seniority number will be advised to them in writing on the day they commence employment as a pilot with the Company.

21.7 Pilots employed on the same date will have their relative seniority positions decided by the Company in accordance with qualifications and experience.

21.8 Subject to clauses 19.2 and 21.9, seniority of permanent pilots as indicated on the seniority list will be a major consideration of the Company on all matters concerning allocation of employment opportunities as they become available, including:
   (a) Equipment assignments;
   (b) Promotions;
   (c) Retention or demotion in case of reduction of establishment;
   (d) Postings, temporary and permanent transfer;
   (e) Preference of allocation of annual leave.

21.9 Notwithstanding clause 21.8, for pilots whose allocation of employment opportunities is subject to a Base Freeze, the acceptance of the Base Freeze will be the determining factor in considering their application, rather than their seniority.
21.10 Where a number of pilots bidding for a particular opportunity accept the Base Freeze, allocations will be made to those pilots in accordance with clause 21.8. Any Base Freezes or variations to them will be agreed upon between Jetstar and the JPA.

21.11 If a situation arises in which observance of clause 21.8 would not be expected to meet the Company’s needs a conference will be convened between the Company and the Jetstar Pilot Association to achieve agreement.

21.12 Except in the case of clauses 21.8(c), 22.4, and 33 once a pilot has been assigned to a position and a base the pilot cannot be displaced from that base or position by a more senior pilot on the grounds of seniority.

21.13 Pilots will be permitted a period of fourteen (14) days after any publication of the seniority list in which to protest to Jetstar on any omission or incorrect listing affecting their seniority, except that if they are on leave or duty away from home base at the time of publication of such list they will have a period of fourteen (14) days from the date of their return to duty at home base during which to file a protest. Jetstar will expedite consideration of all such protests. If a pilot is dissatisfied with Jetstar’s decision, they will have recourse to clause 18, Dispute Settlement Procedure.

21.14 A pilot, permanently employed by Jetstar, whose licence has been cancelled or suspended on medical grounds will retain a right to re-employment for a period of five (5) years from the date of such cancellation or suspension provided their commercial or higher licence pertinent to their employment is re-issued within that period. This will only apply where a vacancy exists.

21.15 If the pilot is re-employed under clause 21.14, or following any retrenchment or redundancy in accordance with clause 33, they will retain their relative position on the seniority list.

22. INTRODUCTION OF NEW AIRCRAFT TYPES

22.1 Despite anything contained elsewhere in this Agreement if pilots are recruited as a result of introducing a new aircraft type, the following will apply in relation to those recruits:
   (a) such pilots will be issued a seniority number below all existing pilots on the seniority list, in order of start date;
   (b) such pilots will be employed as a full time First Officer but may be transferred on a temporary basis for a fixed period as Captain during the implementation period of any new aircraft type. The term will normally not exceed five years. The Company will consult the JPA about extensions beyond these periods; and
   (c) after achieving Checked to Line status such pilots may be allocated employment opportunities in accordance with clauses 21.8, 21.9 and 21.10, should they arise.

22.2 In lieu of some or all of the pilots who would otherwise be engaged in accordance with clause 22.1(b) Jetstar may engage pilots, who are on leave without pay from Qantas, in accordance with clause 7 of the MOU.

22.3 The expiry date for any fixed term appointment to the rank of Captain under clause 22.1(b) or 22.2 above will be marked on the seniority list.

22.4 At the completion of any fixed term appointment to the rank of Captain under clause 22.1(b) or 22.2 above, if the pilot concerned has not been allocated an employment opportunity under clauses 21.8, 21.9 and 21.10, the pilot will revert to the base and rank afforded by the pilot’s seniority.
23. HOURS OF WORK AND ROSTERING

23.1 Normal hours of work

23.1.1 Pilots will be rostered to perform duty in accordance with the roster limit and rest period provisions of Civil Aviation Orders (CAO) Part 48, or any exemptions relevant to pilots’ duties that CASA may approve.

23.1.2 Roster periods will be of one averaged calendar month duration (see Attachment 1 for the current averaging method).

23.1.3 Pilots will be rostered a minimum of ten (10) Designated Days Off in each of six (6) roster periods and eleven (11) Designated Days Off in each of the remaining six (6) roster periods.

23.1.4 Pilots will be rostered an additional six (6) Designated Days Off per calendar year, to be allocated by Jetstar in a manner that recognises the peak/trough cycles of the business with reduced capacity schedule. Allocations will be made in accordance with the Designated Day Off procedures of the Roster Protocol with no more than two (2) such days per pilot allocated in a single Roster Period. These days shall be annotated clearly on the applicable roster. Pilots not employed for a full calendar year will be entitled to a pro-rata allocation of these days.

23.1.5 All duty time limitations in this Agreement apply to full-time and part-time Pilots.

23.1.6 The maximum number of rostered Standby days per pilot in a Roster Period will be determined according to the table below. Duty Free Days will be utilised to achieve this maximum.

<table>
<thead>
<tr>
<th>Credit hours</th>
<th>Maximum Number of Standby Days Rostered</th>
</tr>
</thead>
<tbody>
<tr>
<td>up to 75 hours</td>
<td>3</td>
</tr>
<tr>
<td>&gt;75 up to 90 hours</td>
<td>4</td>
</tr>
<tr>
<td>&gt;90 up to 100 hours</td>
<td>2</td>
</tr>
<tr>
<td>&gt;100 hours</td>
<td>0</td>
</tr>
</tbody>
</table>

23.2 Rest Periods

Pilots will be allocated rest periods within the limitations imposed by CAO 48 or any exemptions received from CASA, except where such rest periods have been extended in accordance with the rostering protocol developed by Jetstar in consultation with the JPA.

23.3 Standby Periods

23.3.1 Jetstar may roster pilots for standby periods and these will be notated on the pilot’s roster.

23.3.2 If a pilot is called for duty during a standby period they will be required to sign on within 120 or 240 minutes of that call, dependent on type and standby period as shown in the Roster Protocol.

23.3.3 If a pilot is called for duty during a standby period the pilot may be required to sign on no more than 2 hours after the end of the rostered standby period.

23.3.4 Jetstar will not contact pilots rostered for a standby duty, during the required CAO rest periods immediately prior to that standby duty, except to meet urgent operational requirements (e.g. to avoid cancellation or delay of a flight). Acceptance of a duty will be at the discretion of the pilot called during this rest period.
23.3.5 Pilots will be required to provide a contact telephone number to Jetstar, so that they can be contacted during any rostered standby or re-assignable contact period in accordance with the Roster Protocol.

23.3.6 Jetstar will contact standby pilots for duty in the order that will provide the most equitable distribution of duties.

23.3.7 When a pilot has commenced a tour of duty from a standby shift they will not be required to operate a second tour once the initial duty has terminated.

23.4 Roster Build

23.4.1 Jetstar will consult with pilots and try to accommodate personal preferences for working hours. These preferences must fit within the needs of the Company. Jetstar will consult with the JPA to formulate a Roster Protocol and then on an ongoing basis in deciding on the most appropriate shift and roster patterns, including rest periods, buffers around days off, etc that will meet these collective needs.

23.4.2 The composite roster will include but not be limited to the following as appropriate:

* Flight duty (including sign-on, sign-off times)
* Standby periods
* Secondary duties (e.g. Special Projects)
* Training/Simulator
* Days off
* Administrative duties

23.4.3 Rosters will be prepared in advance of the calendar month roster period and pilots will be provided a copy not less than ten (10) days prior to the beginning of a new roster period.

23.4.4 Designated Days Off will not normally be in groups of less than 2 days and not more than 2 days in a roster period will be given as single days except as a result of a request by the pilot.

23.4.5 If a pilot is at a layover port, or assigned temporary duty away from home base, they will be rostered for days free of duty as required. Jetstar will use its best endeavours to ensure that such days will not detract from the pilot’s basic entitlement to Designated Days Off at their home base, except with the pilot’s consent or at the pilot’s request. Where days off are accumulated in accordance with this clause they will be carried over and rostered in the next roster period.

23.4.6 If a pilot is unavailable for part of a roster period, due to leave or other commitments as directed by Jetstar, they may be rostered duty and flight times for the remainder of that month on a pro rata basis. Such duty will be in line with the average duty and flight times for that roster period.

23.4.7 Jetstar will publish monthly a list of training and checking events due and, in so far as practicable, schedule such tasks in advance as for normal rostered duty.

23.4.8 Within each base (or port where agreed with the JPA) credit hours will be distributed amongst pilots as evenly as possible.

23.4.9 Despite anything contained elsewhere in this Agreement, seniority will not be applied when rostering pilots to mixed fleet flying duties.

23.4.10 Jetstar undertakes to review regularly, in consultation with the JPA, the duty hours that pilots are working.

23.5 Personal Roster Changes

23.5.1 Pilots may request a particular flight or standby duty and request specific days off. Granting of such requests must fit within the needs of the Company and be consistent with providing adequate roster coverage.
23.5.2 Requests must be received in writing by Crew Planning no later than three (3) days after publication of the month’s roster proceeding the month in which the preferred flight(s) or day(s) off are requested.

23.5.3 Pilots may arrange mutual exchanges of rostered duty period(s) with other pilots holding the same qualification levels as required. The pilots concerned must provide Crewing (via Roster Exchange Process) with such change details not less than seventy two (72) hours prior to the proposed change. Confirmation that the exchange has been approved by the Company will be provided as early as possible, but no later than 24 hours before the commencement of the duty.

23.5.4 Where requested by a pilot, a mutual exchange at shorter notice than 72 hours Jetstar may approved provided Jetstar can verbally confirm agreement from the other pilot concerned. The pilots concerned must submit completed roster request forms within 48 hours subsequent to the duty concerned.

23.6 Company Roster Changes

23.6.1 Jetstar will not change a pilot’s Designated Days Off without the agreement of the pilot.

23.6.2 Jetstar will only change a pilot’s roster in accordance with the Roster Protocol. The pilot will be given as much notice as possible of any change to their roster.

23.6.3 Jetstar may request a pilot to work on a Designated Day Off and where the pilot agrees clauses 25.5.2(e) and 25.5.3 will apply.

23.6.4 A duty period already commenced may be extended for misconnections in accordance with the CAO 48 concession.

23.6.5 Where, prior to a pilot’s Designated Day Off, their tour of duty extends beyond the times stipulated in the Roster Protocol as a result of misconnections, the pilot will be deemed to have worked on a Designated Day Off. In this circumstance the pilot will be entitled to a replacement Designated Day Off however clauses 25.5.3 and 25.5.4 will not apply.

24. CONDITIONS THAT APPLY TO TRANSFERS BETWEEN BASES

24.1 Where a pilot transfers from one home base to another at their own request or for personal upgrade purposes and Jetstar agrees to that transfer, the pilot will be responsible for all expenses associated with their relocation.

24.2 Where a pilot transfers from one base to another on a permanent basis at Jetstar’s direction, Jetstar will develop a transfer package considering the pilot’s specific requirements using the following parameters as a guide:

(a) Transporting the pilot’s personal effects, household goods and furniture;

(b) The transport of one (1) car owned by the pilot or their spouse, de facto partner and/or children;

(c) Storage of the pilot’s goods and furniture where required for a period of up to 30 days;

(d) Removal and storage insurance for the goods noted above for a period of up to 30 days;

(e) Penalties associated with the early termination of the pilot’s residential rental lease;

(f) Airfares for the pilot and immediate family members also moving;

(g) Reasonable accommodation and meals for the pilot and those moving with them where they elect to drive (in the pilot’s own time) to the new location
for a reasonable period of time, taking into account the distance to be travelled;

(h) A maximum of two (2) days motel accommodation at the pilot’s old location and fourteen (14) days at their new location. The pilot will receive at least four (4) days free of duty at their new location during this fourteen (14) day period.

24.3 If on initial employment a pilot is assigned to a base different to his/her current city of domicile, the pilot will be afforded the moving day off provisions of the Roster Protocol when taking up their assigned base, either prior to or after initial line training as appropriate.

25. REMUNERATION

25.1 Base Salary

25.1.1 Pilots covered by this Agreement will be paid the base salary contained in the table below per annum, from the date of employment, or after achieving Checked to the Line status following conversion, re-conversion or upgrade training. Base Salary rate changes will apply from the dates below and be paid in the first full pay period on or after the dates shown.

<table>
<thead>
<tr>
<th>WIDE BODY</th>
<th>CAPTAIN</th>
<th>FIRST OFFICER (55%)</th>
<th>FIRST OFFICER (60%)</th>
<th>FIRST OFFICER (65%)</th>
<th>JUNIOR FO (60% of Level 2 FO)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Level 1</td>
<td>Level 2</td>
<td>Level 3</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$165,523</td>
<td>$91,038</td>
<td>$99,314</td>
<td>$107,589</td>
</tr>
<tr>
<td>1 Jan 2008</td>
<td>$165,523</td>
<td>$91,038</td>
<td>$99,314</td>
<td>$107,589</td>
<td>$59,588</td>
</tr>
<tr>
<td>1 Jan 2009</td>
<td>$170,489</td>
<td>$93,769</td>
<td>$102,293</td>
<td>$110,817</td>
<td>$61,376</td>
</tr>
<tr>
<td>1 Jan 2010</td>
<td>$175,603</td>
<td>$96,582</td>
<td>$105,362</td>
<td>$114,141</td>
<td>$63,217</td>
</tr>
<tr>
<td>1 Jan 2011</td>
<td>$180,871</td>
<td>$99,480</td>
<td>$108,523</td>
<td>$117,565</td>
<td>$65,113</td>
</tr>
<tr>
<td>1 Jan 2012</td>
<td>$186,298</td>
<td>$102,464</td>
<td>$111,779</td>
<td>$121,092</td>
<td>$67,067</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NARROW BODY</td>
<td>CAPTAIN</td>
<td>FIRST OFFICER (55%)</td>
<td>FIRST OFFICER (60%)</td>
<td>FIRST OFFICER (65%)</td>
<td>JUNIOR FO (60% of Level 2 FO)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Level 1</td>
<td>Level 2</td>
<td>Level 3</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$145,195</td>
<td>$79,857</td>
<td>$94,377</td>
<td>$52,271</td>
</tr>
<tr>
<td>1 Jan 2008</td>
<td>$145,195</td>
<td>$79,857</td>
<td>$87,117</td>
<td>$100,125</td>
<td>$55,454</td>
</tr>
<tr>
<td>1 Jan 2009</td>
<td>$149,551</td>
<td>$82,253</td>
<td>$89,731</td>
<td>$103,128</td>
<td>$57,118</td>
</tr>
<tr>
<td>1 Jan 2010</td>
<td>$154,037</td>
<td>$84,720</td>
<td>$95,195</td>
<td>$106,222</td>
<td>$58,831</td>
</tr>
<tr>
<td>1 Jan 2011</td>
<td>$158,659</td>
<td>$87,262</td>
<td>$98,051</td>
<td>$107,659</td>
<td></td>
</tr>
<tr>
<td>1 Jan 2012</td>
<td>$163,418</td>
<td>$89,880</td>
<td>$100,125</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: First Officer rates are calculated as follows:

- **Level 1 FO** 55% of applicable Captain’s rate (for initial 12 months)
- **Level 2 FO** 60% of applicable Captain’s rate (after initial 12 months up to and including 5th year)
- **Level 3 FO** 65% of applicable Captain’s rate (after 5th year)

25.1.2 Unless otherwise provided for in this Agreement, the pilot’s base salary has been calculated to incorporate all traditional award payments such as annual leave loading, shift loading, penalties, public holiday loading, meal break penalties, weekend penalties and disability payments.
25.2 Retention Scheme

25.2.1 A first Retention Payment will be paid to each eligible pilot on the first anniversary of the date of lodgement of this Agreement, being 6% X (the applicable annual salary plus all amounts paid as extra flying allowance) for the preceding twelve (12) months. The payment will be a cash payment.

25.2.2 A second Retention Payment will be paid to each eligible pilot on the third anniversary of the date of lodgement of this Agreement, being 6% X (the applicable annual salary plus all amounts paid as extra flying allowance) for the preceding 24 months. The payment will be a cash payment.

25.2.3 A third Retention Payment will be paid to each eligible pilot on the fifth anniversary of the date of lodgement of this Agreement, being 6% X (the applicable annual salary plus all amounts paid as extra flying allowance) for the preceding 24 months. The payment will be a cash payment.

25.2.4 A pilot will only be eligible to receive a retention payment if the pilot has been successfully checked to the line and the pilot is employed by Jetstar on the relevant anniversary dates as set out in clauses 25.2.1, 25.2.2 and 25.2.3 respectively.

25.2.5 An additional cash payment will also be made to each eligible pilot employed by Jetstar on the fifth anniversary of the date of lodgement of this Agreement as follows:

(a) Additional Payment Part 1

Where the underlying annual CPI as at December 2011 for the “All Groups” rate reported by the Australian Bureau of Statistics, (but excluding the impact of any change to GST if applicable) is more than 3%, the following payment will apply:

The extent that the CPI exceeds 3% to a maximum of 1% will be applied to the base salary rate in clause 25.1.1 as at 1 Jan 2011.

(b) Additional Payment Part 2

Where the underlying annual CPI as at December 2012 for the “All Groups” rate reported by the Australian Bureau of Statistics, (but excluding the impact of any change to GST if applicable) is more than 3%, the following payment will apply:

The extent that the CPI exceeds 3% to a maximum of 1% will be applied to the base salary rate in clause 25.1.1 as at 1 Jan 2012

Note: The combination of the Additional Payment Part 1 and Part 2 will be deemed the amount due.

25.2.6 Pilots otherwise eligible will not be entitled to receive a Retention Payment for any period of unpaid leave taken during the relevant period.

25.2.7 Company superannuation contributions will be paid on the Retention Payment amount, including the additional payment if any.

25.3 Company Performance Bonus

25.3.1 Each eligible pilot will receive a Company Performance Bonus in respect of each Financial Year commencing from and including the 2007/2008 financial year up to and including financial year 2011/2012. The performance bonus will be dependent on the performance of Jetstar and will be paid at the absolute discretion of Jetstar in accordance with criteria determined by Jetstar.
25.3.2 The Company Performance Bonus will be calculated as follows:
6% x [(the applicable annual salary plus all amounts paid as extra flying allowance year) x Jetstar Performance KPIs % x Qantas Performance Factor % under the Qantas Executive Cash Plan] for the applicable financial year.

25.3.3 In this clause 25.3, “eligible pilot” refers to any First Officer with more than 3 years service as a Jetstar pilot and all Jetstar Captains, as at 1 April each financial year.

25.3.4 Company superannuation contributions will be paid on the Performance Bonus amount.

25.4 Mixed Fleet Flying

25.4.1 A pilot who is engaged in “mixed fleet flying” will be paid the salary for the Narrow Body category plus an amount equal to 14% of the applicable Narrow Body Extra Flying Allowance for all credit hours worked operating a Widebody aircraft. This payment will be regarded as salary for all purposes of this Agreement.

25.4.2 The payroll procedures for this allowance are set out in Attachment 3 to this Agreement.

25.5 Extra Flying/Designated Day Off Allowances

25.5.1 In addition to the annual salary rate, Jetstar will pay pilots an Extra Flying Allowance for each averaged calendar month Roster Period where the pilot’s total credit hours exceed 75 hours in that roster period.

The Extra Flying Allowance will be paid for each credit hour in excess of 75 hours in that roster period, at the rate calculated as follows:

Annual salary/787.0.

Company superannuation will be paid on Extra Flying Allowance.

25.5.2 When calculating an Extra Flying Allowance payment Jetstar will:
(a) use the scheduled flight duty (block) times recorded in AIMS for the sectors flown as the basis for the pilot’s entitlement where flight time will be calculated to the nearest one tenth of an hour.
(b) apply 3.6 credit hours for each work day of annual leave taken during the roster period (work day in this clause will mean 5 out of each 7 days taken as Annual leave).
(c) apply 3.6 credit hours for each day on which ground duties are performed during the roster period not associated with days listed in clause 25.5.2(d).
(d) apply 5.5 credit hours for each duty in a roster period where the pilot attends either a simulator duty (including time in the simulator, briefing and debriefing time), or recurrent Emergency Procedures or Security Training.
(e) credit the pilot at a rate of 50% per hour for each hour spent on positioning travel to and from rostered duties. Sector times for Deadheading will be the published scheduled block time for that flight as shown in the roster. Times for ad hoc positioning travel using methods other than by deadhead will be agreed between Jetstar and the JPA.
25.5.3 The scheduled credit hours worked on a Designated Day Off will not count for calculation of any Extra Flying Allowance amount under clause 25.5.1 for that roster period. However, where their inclusion takes the total credit hours past 75 in the roster period, the hours in excess of 75 will be included in the calculation for the Retention Scheme and Company Performance Bonus.

25.5.4 When a pilot works on a Designated Day Off they will be paid both:
   (a) The greater of the scheduled credit hours flown paid at the Extra Flying Allowance rate or a day’s pay;
   (b) An additional day’s pay; and
   (c) A day’s pay in this clause will be equal to their annual salary divided by 231.

25.6 Payment of Salary and Allowances
Annual salaries (half in arrears and half in advance) will be paid monthly, with any meal, Extra Flying Allowances and overnight allowances applicable to the preceding calendar month, by electronic transfer into Australian financial institution account(s) nominated by the pilot.

25.7 Reimbursement of Claims
Jetstar will reimburse pilots, upon production of receipts, for any reasonable costs incurred by the pilot in the course of the pilot’s employment in accordance with Company policy and procedures.

25.8 Overpayment
25.8.1 Should Jetstar overpay a pilot and Jetstar provide the pilot with written evidence of the overpayment within one (1) year of the overpayment occurring, such overpayment will be repayable by the pilot. The repayment will occur as soon as practicable, subject to reasonable arrangements being agreed to between the pilot and Jetstar.

25.8.2 If Jetstar is unable to reach agreement with the pilot on the rate of repayment Jetstar reserves the right to deduct such overpayment from any payment due to the pilot. Jetstar will not deduct a sum greater than 7.5% of the pilot’s net monthly salary in any one pay without the pilot’s consent.

25.8.3 Any overpayment amount identified under clause 25.8.1 will remain owing until it is repaid in full. If not repaid prior to termination of the pilot’s employment, any outstanding amount will be deducted from the pilot’s termination pay or will be treated as a recoverable debt.

25.9 Salary Sacrifice
25.9.1 A pilot may, with Jetstar’s agreement, salary package part of their salary.
25.9.2 Any fringe benefits tax incurred by Jetstar as a result of the salary packaging arrangement will be met by the pilot.

26. HIGHER DUTIES AND ADDITIONS TO SALARY

26.1 Training and Checking, Senior Base & Secondary Duties Allowance
Where a pilot is appointed to any of these positions the following allowances will apply, in addition to the pilot’s base salary (Note – the allowances are not cumulative and a pilot will only be entitled to receive one allowance at a time).
Training and Checking Allowances

<table>
<thead>
<tr>
<th>Level</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>8.5% (includes secondary duties)</td>
</tr>
<tr>
<td>Level 2 (Check A)</td>
<td>12% (includes secondary duties)</td>
</tr>
<tr>
<td>Level 3 (Check B)</td>
<td>18% (includes secondary duties)</td>
</tr>
</tbody>
</table>

An allowance of 6% will be paid while performing secondary duties (other than those above) or Regional Base Captain duties as defined by the Company.

26.2 Meals, Overnight Accommodation and Allowances

26.2.1 Where for any reason relating to Jetstar’s business a pilot is required to overnight, Jetstar will provide accommodation and meals of a standard mutually agreed in writing between the Company and the JPA. On any occasion that this standard of accommodation is not available, suitable equivalent accommodation may be substituted. In either event a layover allowance as prescribed at clause 26.2.9 will be paid to the pilot by the Company.

26.2.2 For the purposes of clause 26.2.1 a hotel equivalent to the Mercure standard within the Accor Group of Hotels shall be considered as satisfying the agreed indicative benchmark standard.

26.2.3 The accommodation provided for in clause 26.2.1 will also be provided to pilots where they are required to have a rest period of 4 hours or more during a split duty, or where delays caused by misconnections during the course of a flight duty period are known or reasonably expected to exceed 4 hours.

26.2.4 Where a pilot is provided with accommodation in accordance with clauses 26.2.1 or 26.2.3 it will consist of a quiet, single occupancy room for the pilot, with air conditioning wherever available to enable suitable conditions for adequate rest.

26.2.5 Jetstar may elect to provide mutually acceptable accommodation only. In such an event Jetstar will pay the pilot the meal allowances in accordance with clause 26.2.9.

26.2.6 Jetstar will provide pilots with transport to and from any accommodation provided by Jetstar.

26.2.7 Where a pilot advises Jetstar at least 48 hours in advance, or upon notification of duty whichever is later, of their intent not to use the prearranged accommodation, they may be paid a combined overnight accommodation and transport allowance in addition to applicable meal and layover allowances due under clause 26.2.9. The pilot will then be responsible for securing their own accommodation and transport, and Jetstar will be deemed to have discharged it’s obligations under clauses 26.2.1 and 26.2.6 as the combined overnight allowance shall comprise considerations for accommodation and transport expenses.

26.2.8 Jetstar, the JPA and the AFAP will periodically review and agree upon procedures designed to ensure pilots are being provided with adequate refreshments and sustenance during the course of duty. Where, in flight a pilot works for 30 minutes or more in a meal period as specified in clause 26.2.9, Jetstar will provide them with a meal, which will be taken during the flight if the schedule so dictates or Jetstar will pay them the appropriate meal allowance.
26.2.9 **Allowances** (subject to clause 26.2.10)

<table>
<thead>
<tr>
<th></th>
<th>Group A*</th>
<th>Group B*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>All Ports</td>
<td>Capital and High Cost Cities</td>
</tr>
<tr>
<td>Breakfast: (6:00am-8:00am)</td>
<td>$21.95</td>
<td>$20.20</td>
</tr>
<tr>
<td>Lunch: (12:00noon-2:00pm)</td>
<td>$31.10</td>
<td>$22.65</td>
</tr>
<tr>
<td>Dinner: (6:00pm-8:00pm)</td>
<td>$42.55</td>
<td>$38.95</td>
</tr>
<tr>
<td>Layover allowance – Australia and Dependencies</td>
<td>$22.05</td>
<td>$15.45</td>
</tr>
<tr>
<td>Overnight allowance (own Accommodation &amp; Transport)</td>
<td></td>
<td>$60.00</td>
</tr>
</tbody>
</table>

**Notes**

* Groups A and B will be determined with reference to the ATO Taxation Determination each Financial Year (e.g. 07/08 FY TD 2007/21).

** CNS and others includes but is not limited to Cairns, Mackay, Rockhampton, Proserpine (Whitsunday Coast), Hamilton Island, Ballina Byron Bay, Fraser Coast, Sunshine Coast, Townsville, Whitsunday Coast as per ATO regulations.

26.2.10 The Allowances set out in clause 26.2.9 are only claimable in accordance with ATO requirements; i.e. where a pilot physically stays overnight away from their Home Base, or where an allowance is payable in accordance with clause 26.2.8. Falsely claiming the allowances may result in disciplinary action being taken against the pilot.

26.2.11 The meal and layover allowances in clause 26.2.9 will be increased in line with the relevant Australian Tax Office Ruling as issued from time to time.

26.2.12 Allowances when travelling overseas will be calculated by using the applicable Australian allowance under clause 26.2.9 multiplied by the cost of living index for the destination concerned using the “Food Away From Home” basket of goods or equivalent index as sourced by Jetstar six (6) monthly.

27. **PARKING AT THE AIRPORT**

27.1 Jetstar will provide home base car parking facilities for pilots’ use whilst on duty at, or near, airports and where necessary, will arrange transport free of cost to pilots between the carpark and the terminal.

27.2 Upon a pilot’s request, alternative arrangements (such as the pilot providing their own parking), may be agreed to by Jetstar.

28. **LUGGAGE INSURANCE**

An insurance policy for permanent loss of a pilot’s luggage, including their pilot navigation bag and contents will be maintained by Jetstar over the duration of this Agreement.
29. DUTY TRAVEL

29.1 Jetstar will provide a firm economy class seat for pilots for all deadhead travel. Where deadhead travel is required after completion of a tour of duty Jetstar will use its best endeavours to expedite such travel on the first available aircraft.

29.2 Where a StarClass seat is available at the time of roster publication, a firm booking will be made and only altered for commercial reasons.

29.3 Where a pilot’s family is travelling at Jetstar’s direction, positive space seats will be provided for them and each of their dependants under 21 years of age. If the pilot or their dependants are off-loaded and need to overnight, Jetstar will provide transport to and from the airport and accommodation and meals to the normal crew standard on each such occasion.

29.4 Where, in the course of a pilot’s employment, they are required by Jetstar, to undertake any local travel by taxi cabs or public transport, they may agree to pay the fares en route and, in such cases, Jetstar will reimburse all reasonable expenses incurred on such travel in accordance with Jetstar’s reimbursement policy and procedures.

29.5 All travel arrangements, including accommodation, will be made by Jetstar and made known to pilots prior to their departure from home base.

30. SUPERANNUATION

In addition to all remuneration, allowances or direct payments provided to the pilot under this agreement, Jetstar will contribute monthly payments to a superannuation fund, on the pilot’s behalf, in accordance with relevant federal legislation at the rates prescribed by the federal superannuation legislation.

31. PILOTS’ PAID AND UNPAID LEAVE ENTITLEMENT

31.1 Annual leave

31.1.1 Each Pilot will be entitled to an annual leave period equivalent to 42 consecutive days (inclusive of Saturdays, Sundays and Public holidays) for each completed year of service. Annual leave will accrue monthly on a prorated basis. Each day of annual leave taken will be paid at the rate of annual salary/365.

31.1.2 A pilot’s annual leave accrued but not taken will be paid to the pilot upon termination of employment.

31.1.3 Jetstar will make all reasonable efforts to roster a pilot’s annual leave entitlement at times and for periods that are convenient to them in the year of accrual. The method for rostering annual leave will be as described in the Roster Protocol. Provided Jetstar gives a pilot a minimum of 28 days notice Jetstar reserves the right to roster them on leave where their leave accrual exceeds forty two (42) days, limited to the number of days in excess of 42.

31.1.4 If a pilot is ill or injured for a period of at least 7 consecutive days during annual leave, Jetstar will count that period of illness as sick leave, provided that the pilot:

(a) contacts and informs Jetstar of the pilot’s situation as soon as practicable;

(b) has enough accrued sick leave entitlement; and

(c) provides supporting documentation.
31.1.5 Once a pilot’s annual leave has been rostered, it will not be cancelled and the pilot will not be recalled from annual leave other than by mutual agreement. Should Jetstar request and a pilot agree to the cancellation of, or recall from leave, Jetstar will reimburse any out of pocket expenses incurred by the pilot (i.e. booking or airfare cancellation fees) after the pilot provides receipts.

31.1.6 Employees agree that, due to the nature of their work and the Company's operational requirements, the Company may require them to work on public holidays. Employees’ base salary and other benefits compensate them for any such work.

31.1.7 Jetstar may request a pilot to work on an Annual Leave Day and where the pilot agrees clause 25.5.4(a) will apply in addition to the re-crediting of the Annual Leave Day.

31.2 Leave Bank
By notice to the Company a pilot may elect to allocate one day of their accrued annual leave entitlement that exceeds 35 days into a Leave Bank established for the purpose of allowing JPA representatives or nominees to engage in ongoing work and/or specific projects for the benefit of the Jetstar Pilot Consultative Committee. The Company is authorised to make the deduction from the pilot's accrued annual leave authorised in accordance with this clause.

31.3 Cashing out Annual Leave
A pilot may receive pay in lieu of annual leave subject to the following provisions:

(a) all or part of the annual leave a pilot has accrued prior to the date of lodgement of this Agreement may be paid out, provided that this one off election is exercised in writing within 28 days of this agreement being lodged;

(b) a pilot may elect, in writing, to have up to 50% of the leave accrued on and from the date of lodgement of this Agreement paid out, with a maximum pay out in any twelve month period of 21 days leave. This limit is inclusive of any leave that the pilot allocates to the leave bank established under clause 31.2 of this Agreement;

(c) annual leave will be paid out at the same rate of pay as if leave was taken at the time that the payout occurs and the number of days leave paid out will be deducted from the pilot's accrued leave;

(d) pay out of annual leave is subject to the approval of the Company; and

(e) pay out of annual leave will not be approved if the Company believes that the pilot will run out of available flying hours as a result of leave being paid out.

31.4 Personal leave
31.4.1 Pilots will accrue personal leave on the following basis:

<table>
<thead>
<tr>
<th>When the Employee is Appointed</th>
<th>5 days</th>
</tr>
</thead>
<tbody>
<tr>
<td>On completion of 6 months service</td>
<td>5 days</td>
</tr>
<tr>
<td>For each subsequent year of employment</td>
<td>10 days</td>
</tr>
</tbody>
</table>

*Each day of personal leave taken on a day that duty would have otherwise been performed will be paid a day’s pay calculated as annual salary/231.*
31.4.2 In addition to the personal leave credit specified in clause 31.4.1, one day of leave per pilot per annum will be placed in a pool, on lodgement of this Agreement and each twelve (12) months thereafter, provided that no day will be deposited in the pool once the number of days in the pool has reached the number of pilots multiplied by two (2). A pilot may on application be granted payment for sick leave from the pool where:
(a) that pilot has taken two (2) weeks personal leave for an illness or injury; and
(b) that illness or injury will require more time off work.

31.4.3 Access to more than 90 days from the pool for any single occurrence will be by agreement between Jetstar and the AFAP or the JPA.

31.4.4 The AFAP and the JPA will be provided with regular reports on withdrawals from the pool where requested, consistent with privacy requirements.

31.4.5 Personal leave may be used by a pilot for any of the following:
(a) personal illness or injury (sick leave), upon supply of a medical certificate from a registered health practitioner unless it is not reasonably practicable to do so, in which case a statutory declaration may be accepted. Four (4) days annually may be taken without provision of a medical certificate. However, Jetstar may require a certificate at any time if Jetstar advises the pilot of this requirement in advance.
(b) to care for an immediate family member or household member who requires care or support due to a personal illness or injury of the member or an unexpected emergency affecting the member. The pilot must provide Jetstar with supporting documentation on each occasion.

At the end of each twelve (12) months of service, any unused personal leave will accumulate.

31.4.6 A pilot must advise Jetstar as soon as is practicable of their need to take personal leave, including if they are rostered on standby and are unable to provide coverage, so that Jetstar may make alternative arrangements to cover the pilot’s roster.

31.4.7 A pilot will not be entitled to paid leave of absence for any period that they are receiving workers’ compensation payments.

31.4.8 If a pilot has exhausted all of their accumulated sick leave credits as prescribed in clause 31.4.1 but would otherwise qualify for further paid sick leave they may, at Jetstar’s discretion, be granted additional leave on half pay for not more than 90 working days in any year of service.

31.4.9 Personal leave accrued but not taken is not payable upon termination.

31.5 Compassionate and Bereavement Leave

31.5.1 A pilot will be entitled to up to two (2) days paid compassionate leave on each occasion when a member of the pilot’s immediate family or household:
(a) contracts or develops a personal illness that poses a serious threat to their life; or
(b) sustains a personal injury that poses a serious threat to their life.

31.5.2 A pilot will be entitled to up to three (3) days bereavement leave on each occasion of the death of a member of the pilot’s immediate family or household.
31.5.3 In the context of clauses 31.5.1 and 31.5.3 only, the following definitions apply:

“Immediate family” includes the pilot’s spouse (including former spouse, de facto spouse, former de facto spouse), child (including adopted, step, ex-nuptial and adult child) parent, grandparent, grandchild or sibling; additionally, the pilot’s spouse’s child (including adopted, step, ex-nuptial and adult child), parent, grandparent, grandchild or sibling.

“Household member” means anyone who lives with the pilot on a permanent basis.

31.5.4 The pilot must produce satisfactory evidence of Compassionate or Bereavement Leave entitlements to Jetstar.

31.5.5 Each day of compassionate or bereavement leave taken on a day that duty would have otherwise been performed will be paid a day’s pay calculated as annual salary/231.

31.6 URTI Leave

31.6.1 In addition to a pilot’s personal leave entitlement (refer to clause 31.4.1), they are entitled to up to six (6) days per year for sickness associated with URTI. URTI leave is non-cumulative.

31.6.2 A pilot may take any three (3) URTI days per financial year without the provision of a medical certificate. A specific medical certificate must support the remaining three (3) days.

31.6.3 Each day of URTI leave taken on a day that duty would have otherwise been performed will be paid a day’s pay calculated as annual salary/231.

31.7 Parental Leave

31.7.1 Parental leave will be provided and accessed in accordance with the Act and Jetstar’s policies.

31.7.2 Extended maternity leave

Following the expiration of the period of parental leave a pilot may take a period of extended Maternity Leave, commencing at the conclusion of the parental leave and concluding no later than 104 weeks from the date of birth of the child. At the time of requesting extended maternity leave the pilot’s return date will be agreed with Jetstar.

31.7.3 Requirement to Cease Flying

(a) The Company may require a pilot to cease flying at any time during their pregnancy.

(b) If a pilot is required to cease flying under this clause they will either accept any alternative duties offered, or commence leave.

31.7.4 Period of Paid Maternity Leave

Of the total period of maternity leave taken in accordance with this clause, the six (6) weeks of leave immediately prior to the expected confinement date and the six (6) weeks immediately after the expected confinement date will be paid leave. The remaining period of maternity leave will be unpaid.

31.7.5 Rate of Pay for Period of Paid Maternity Leave

The rate of pay for the period of paid maternity leave will be base salary as contained in clause 25.1 immediately prior to ceasing rostered duties. Allowances and additional flying allowance will not apply.
31.7.6 **Taking Other Leave Entitlements In Conjunction With Maternity Leave**
In conjunction with maternity leave, the pilot may take any (or any part of) accrued annual leave or long service leave entitlements.

31.7.7 **Relinquishing a Vacancy if Training not Already Commenced Before Maternity Leave**
If, before commencing maternity leave, a pilot has not completed transitional training for a vacancy already allocated to them, they will relinquish the vacancy.

31.7.8 **Applying for a Promotion During Maternity Leave**
During maternity leave a pilot may apply for advertised employment opportunities, including a standing bid provided the training for that opportunity is planned to commence after the end of their maternity leave.

31.8 **Jury Leave**
31.8.1 Jetstar will reimburse the amount equal to the difference between the amount paid in respect of a pilot’s jury service attendance and the salary they would have normally received.

31.8.2 Jetstar will require proof of the pilot’s requirement to attend for jury service and the amount received from the Court.

31.9 **Long Service Leave**
31.9.1 A pilot’s entitlement to long service leave will be in accordance with the legislation applying in their home base.

31.9.2 At the pilot’s request and Jetstar’s approval, long service leave at half pay may be granted for a period not exceeding twice the normal entitlement.

31.9.3 Continuous service with related entities within the Qantas Group will count for the purpose of calculating long service leave as prescribed in legislation applying in the pilot’s home base, provided that they may not take their accrued long service leave until the qualifying period for the first or subsequent period of leave, as applicable, has been met through completed service with Jetstar.

31.9.4 Where a fixed term pilot who is on leave without pay from Qantas, resigns from Qantas to accept an offer of permanent employment with Jetstar, and the pilot is entitled to and elects to be paid out their long service leave entitlement on their resignation from Qantas, then:
(a) the pilot’s total continuous service within the Qantas group will count for the purpose of calculating service thresholds for payout of accrued untaken leave on termination and for the credit of long service leave entitlements after the initial entitlement has been accrued, but
(b) no leave may be taken or further payment received for leave already taken or paid out within the Qantas Group.

31.10 **Other Leave**
31.10.1 Jetstar may grant a pilot unpaid leave upon request.

31.10.2 Except as provided for under clause 31.7 during periods of unpaid leave a pilot’s employment with Jetstar is suspended and such periods will not count as service for the purpose of accruing any entitlements under this Agreement, including the accrual of service for paid leave, provided that:
(a) if they are on unpaid leave they will retain their seniority number; and
(b) if they are on unpaid leave to work for Qantas under the terms of the MOU, then on their return to paid duty with Jetstar, the period of
service with Qantas will count for the purpose of calculating any severance payment under clause 33.

32. TERMINATION

32.1 Dismissal in Certain Circumstances
Jetstar may terminate a pilot’s employment for the following reasons, including but not restricted to:

32.1.1 Serious misconduct by the pilot;
32.1.2 A fundamental or serious breach by the pilot of applicable aviation safety or security legislation or Jetstar’s policies and practices as issued by Jetstar (or on Jetstar’s behalf) from time to time; or
32.1.3 A failure by the pilot to perform to a satisfactory standard on a consistent basis (so long as the unsatisfactory areas of their performance have been explained to them and they have been given an opportunity to improve to the required standard); or
32.1.4 Failure by the pilot to perform to a satisfactory standard at any time during their probationary period; or
32.1.5 If the pilot is repeatedly absent from work without proper cause; or
32.1.6 Conduct by the pilot which at common law would justify summary dismissal.

32.2 Disciplinary Action and Dismissal in other Circumstances
The Company retains the right to dismiss a pilot without notice for serious and/or wilful neglect of duty, refusing to obey any reasonable instruction, breaching a policy that includes dismissal as a consequence, or for wilful or serious misconduct or other lawful cause of summary dismissal, in which case the pilot will be paid up to the time of dismissal only.

32.3 Suspension
Notwithstanding the provisions of this clause Jetstar may suspend a pilot without pay for a maximum of ten (10) days for any misconduct which otherwise would warrant summary dismissal.

32.4 Notice to the Pilot if Jetstar Terminates Their Employment
32.4.1 On permanent appointment, a pilot is entitled to two (2) months notice, or payment in lieu of notice calculated at the pilot’s annual salary.
32.4.2 A pilot will not be entitled to notice if Jetstar summarily dismisses them for serious misconduct.

32.5 Notice from Pilots to Jetstar if they wish to terminate Their Employment
A pilot must give Jetstar at least two (2) months’ notice or payment in lieu of notice calculated at the pilot’s annual salary. If they fail to provide sufficient notice Jetstar is entitled to deduct from their termination pay the equivalent amount of notice, which they fail to give.

32.6 Stand Down Without Pay
Jetstar may deduct payment from a pilot for any day or part of a day in which they cannot be usefully employed because of a stoppage of work by any cause, which Jetstar cannot reasonably prevent. In these situations consideration will first be given to the following alternatives before deduction of pay occurs:
(a) redeployment into other productive duties; or
(b) where the above cannot be achieved, deployment onto any paid leave owing.
32.7 Stand Down With Pay
Jetstar may not require a pilot to attend work whilst Jetstar continues to pay the pilot's salary in the following circumstances:
(a) in the event of an inquiry or investigation into an accident or incident in which they are either directly or indirectly involved;
(b) where Jetstar has given notice to terminate the pilot’s employment, Jetstar may elect to continue to pay the pilot during the notice period but not require the pilot to attend work.

32.8 Outstanding Monies on Termination of Employment
Where Jetstar provides a pilot with evidence of outstanding monies owed, those outstanding monies must be paid on demand or may be deducted by Jetstar from any final payment of monies due to the pilot.

32.9 Special Arrangements for Fixed Term Pilots on Leave Without Pay from Qantas
32.9.1 If a fixed term pilot who is on leave without pay from Qantas fails for whatever reason to be checked to line within a reasonable period as nominated by the Company at the time of appointment, the pilot's employment with Jetstar may be terminated with effect from the expiry of that notified period and clause 32.4.1 will not apply.
32.9.2 If a fixed term pilot who is on leave without pay from Qantas fails to remain checked to line or engages, or fails to engage, in conduct which but for this clause constitutes grounds for commencing dismissal action under clauses 19.4, 32.1 or 32.2, or suspension under clause 32.3 of this Agreement, then in lieu of commencing action under clauses 32.1, 32.2 or 32.3 the pilot's employment will be terminated, with two (2) weeks notice.
32.9.3 The provisions of clause 32.5 will not apply to a fixed term pilot who is on leave without pay from Qantas. Instead, a fixed term pilot who is on leave without pay from Qantas will be required to complete their fixed term engagement unless the Company and the pilot agree to waive this requirement or unless the pilot accepts an offer of permanent employment with Jetstar.

33. REDUNDANCY
33.1 This redundancy provision represents the minimum entitlements of Jetstar Pilots should a redundancy situation arise. Prior to any redundancy decisions Jetstar will consult with the AFAP and the JPA, taking into account the provisions of clause 21.8, to discuss all possible alternative arrangements.
33.2 For the purposes of this Agreement redundancy occurs where the Company has made a definite decision that it no longer requires the job that a pilot has been performing to be performed by anyone and this is not due to the ordinary and customary turnover of labour.
33.3 In addition to the period of notice, or payment in lieu of notice prescribed for ordinary termination, if a pilot's employment is terminated for reason of redundancy they will be entitled to be paid severance pay as set out in clause 33.4 in respect of a continuous period of service, provided that this entitlement will not apply if the pilot is on leave without pay from Qantas and engaged by Jetstar for a fixed term, whether or not the fixed term period is completed.
33.4 Severance pay for the purpose of clause 33.3 is as follows:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks pay</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>6 weeks pay</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>7 weeks pay</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>8 weeks pay</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>10 weeks pay</td>
</tr>
<tr>
<td>6 years and less than 7 years</td>
<td>11 weeks pay</td>
</tr>
<tr>
<td>7 years and less than 8 years</td>
<td>13 weeks pay</td>
</tr>
<tr>
<td>8 years and less than 9 years</td>
<td>14 weeks pay</td>
</tr>
<tr>
<td>9 years or more</td>
<td>16 weeks pay</td>
</tr>
</tbody>
</table>

"'Weeks’ pay" means the base salary rate of pay for the position held/52.

33.5 If a pilot’s employment is terminated by reason of redundancy they may cease their employment during the notice period and, if they do so, they will be entitled to the same benefits and payments under this clause as had the pilot remained employed by Jetstar until the expiry of the notice.

33.6 If a pilot’s service is terminated due to redundancy they will be given priority for re-employment, to positions for which they are suitably trained and qualified, with Jetstar for a period of three (3) years or until Jetstar offers them re-employment, whichever occurs first.

33.7 During the period of notice of termination the pilot will be given time off as mutually agreed to seek alternative employment, without loss of pay.

34. UNIFORMS

34.1 Jetstar will supply uniforms free of charge to pilots, which will be replaced on a fair wear and tear basis.

34.2 Pilots must replace at their own expense, any uniform items if replacement becomes necessary as a result of conditions other than fair wear and tear.

34.3 Where a uniform fitting is required Jetstar will provide the pilot with transport on Jetstar’s time for that purpose. Where the pilot agrees to pay for such transport Jetstar will reimburse the cost via an expense claim.
PART 6. SIGNATURES

Signed by the Parties

On behalf of JETSTAR AIRWAYS PTY LIMITED in the presence of:

Signature of Authorised Officer _________________________________ Date _______________

Name of Authorised Officer and description of authorisation

Address of Authorised Officer

Signature of Witness _________________________________________ Date _______________

Name of Witness

Address of Witness

On behalf of AUSTRALIAN FEDERATION OF AIR PILOTS in the presence of:

Signature of Authorised Officer _________________________________ Date _______________

Name of Authorised Officer and description of authorisation

Address of Authorised Officer

Signature of Witness _________________________________________ Date _______________

Name of Witness

Address of Witness

Also Signed by the JPA

Signature of Authorised Officer _________________________________ Date _______________

Name of Authorised Officer and description of authorisation

Address of Authorised Officer

Signature of Witness _________________________________________ Date _______________

Name of Witness

Address of Witness
ATTACHMENT 1

Calendar Month Averaging for the Purpose of clauses 23.1.2 and 25.5.1:

<table>
<thead>
<tr>
<th>Roster Period</th>
<th>Calendar days</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1 – 30</td>
<td>30</td>
</tr>
<tr>
<td>January 31 – March 1(1-29 leap yr)</td>
<td>30/31</td>
</tr>
<tr>
<td>March 2–31</td>
<td>30</td>
</tr>
<tr>
<td>April 1-30</td>
<td>30</td>
</tr>
<tr>
<td>May 1-31</td>
<td>31</td>
</tr>
<tr>
<td>June 1-30</td>
<td>30</td>
</tr>
<tr>
<td>July 1-31</td>
<td>31</td>
</tr>
<tr>
<td>August 1-31</td>
<td>31</td>
</tr>
<tr>
<td>September 1-30</td>
<td>30</td>
</tr>
<tr>
<td>October 1-31</td>
<td>31</td>
</tr>
<tr>
<td>November 1-30</td>
<td>30</td>
</tr>
<tr>
<td>December 1-31</td>
<td>31</td>
</tr>
</tbody>
</table>
ATTACHMENT 2

Training
Where a pilot is required under clause 19.3.9 to pay for his or her training, or enters into a training bond under clause 19.1.7, the following indicative cost schedule will apply:

<table>
<thead>
<tr>
<th>Training</th>
<th>Maximum Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Rating</td>
<td>$36,000</td>
</tr>
<tr>
<td>Command upgrade of previously endorsed aircraft</td>
<td>$15,000</td>
</tr>
<tr>
<td>Recurrency training of previously endorsed aircraft</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

The costs shown above are maximum costs and actual will be dependant on the amount of training required by each pilot.
These rates will be adjusted and published each year in accordance with best available rates negotiated by Jetstar.
ATTACHMENT 3

Salary Calculation
The company will apply a pro ration of the hours flown on Narrow and Wide Body to the payment of salary and any overtime in each monthly roster period.

Annual Leave
When a pilot takes annual leave, for the purposes of payment, their hourly rate will be based on the preceding three months average base rate to compensate for any Wide Body flying.