1 TITLE AND OBJECTIVE

This Agreement will be known as the Regional Express Pilots' Certified Agreement 2005.

The parties agree that the primary objectives of this Agreement are to contribute to the development of Regional Express as an, independent, viable and profitable regional airline.

2 ARRANGEMENT

1 TITLE AND OBJECTIVE
2 ARRANGEMENT
3 DEFINITIONS
4 AREA, INCIDENCE AND OPERATION
5 RELATIONSHIP TO THE AWARD
6 POSTING OF AGREEMENT
7 PARTNERS IN BUSINESS SUCCESS
8 EMPLOYMENT CONTRACT
9 PILOT INDEMNITY
10 EMPLOYMENT PROHIBITIONS
11 PILOT DUTIES
12 DUTY AND FLIGHT TIME RECORDS
13 ORDERS TO PILOTS
14 CERTIFICATE OF SERVICE
15 ACCESS TO PERSONAL RECORDS
16 ENABLING AUTHORITY
17 NEW AIRCRAFT AND SPECIAL EQUIPMENT
18 NOTICE BOARDS AND LOCKABLE FACILITIES
19 PAYMENT OF SALARIES
20 QUALIFICATION RENEWAL ON TERMINATION
21 RIGHT OF ENTRY
22 SALARY RECORDS
23 TRAINING
24 DUTIES EXPENSES
25 OVERSEAS DUTY
26 TELEPHONE ALLOWANCE
27 ACCIDENT INSURANCE
28 DUTY TRAVEL
29 LEAVE OF ABSENCE
30 CHANGE OF PILOT CATEGORY/CLASSIFICATION
31 SENIORITY
32 RETENTION OF SENIORITY - LICENCE CANCELLATION ON MEDICAL GROUNDS
33 WORKERS COMPENSATION MAKE-UP PAY
34 DISPUTE RESOLUTION PROCEDURE
35 OCCUPATIONAL HEALTH AND SAFETY
36 PILOT REPRESENTATION AT ACCIDENT OR INCIDENT ENQUIRY
37 PILOT AERONAUTICAL DOCUMENTATION
38 REDUNDANCY
39 PERIODS OF DUTY
40 RE-ALLOCATION OF ROSTERED DUTY AND COMPLETION OF DUTY
41 RECREATION LEAVE
42 REST FACILITIES
43 ROSTERING
44 SIMULATOR
45 SECTOR LIMITATIONS
46 LEAVE FOR JURY SERVICE
47 LONG SERVICE LEAVE
48 PERSONAL LEAVE
49 PARENTAL LEAVE
50 TRANSFERS - PERMANENT
51 TRANSFERS - TEMPORARY
3 DEFINITIONS

3.1 "Act" or "Fair Work Act" means the Fair Work Act 2009 as amended from time to time or any successor to that Act.

3.2 "Agreed standard (meals)" means meals of a standard as agreed between the RexPC and the company and as a minimum shall be appropriate to the meal time for which they replace and provide sufficient sustenance for a pilot to complete required duties prior to his next break.

3.3 "Appropriate accommodation" means accommodation which is, as a minimum, clean, quiet and free from factors which may reduce adequate rest and must provide a separate room incorporating en-suite bathroom facilities for each pilot, with air conditioning and or heating as appropriate to the area. Such accommodation will be assessed as per the most recent Dawson’s Hotel Guide Book or other guide as agreed by the RexPC at not less than a 3 star standard for non-capital cities and 4 star for capital cities. An initial assessment period shall apply as agreed.

3.4 "Assignment" means a tour of duty conducted by a pilot operating from other than their home base without having been transferred.

3.5 "Calendar Day" means the 24 hour period between midnight (zero hours) and the following midnight (2400 hours).

3.6 "Captain" means a pilot so appointed by the Employer to carry out duties of a pilot in command in the relevant aircraft type.

3.7 "CASA" means the Civil Aviation Safety Authority of Australia or any successor organisation.

3.8 "Check Captain Grade 1" means a line pilot who is approved by Civil Aviation Safety Authority and is appointed by the Employer to carry out duties under that approval.

Duties involve:

- Line training/checking; and
- Or other duties as specified in the Training and Checking Manual.

3.9 "Check Captain Grade 2" means a line pilot who is approved by Civil Aviation Safety Authority and is appointed by the Employer to carry out duties under that approval.

Duties involve:
• Instrument rating issue and renewals OR Endorsement training (Simulator);
• Simulator cyclic training program (CTP) sessions;
• Line training/checking;
• Check Captain Grade 1 training.
• Or other duties as specified in the Training and Checking Manual.

3.10 “Check Captain Grade 3” means a line pilot who is approved by the Civil Aviation Safety Authority and is appointed by the Employer to carry out duties under that approval.

Duties involve:

• Base checks;
• Instrument rating issue and renewals;
• Simulator cyclic training program (CTP) sessions;
• Line training/checking;
• Endorsement training (Aircraft or Simulator); and
• Check Captain Grade 1 and 2 training.
• Or other duties as specified in the Training and Checking Manual.

3.11 "Chief Pilot" means the pilot appointed by the Employer and who is approved by Civil Aviation Safety Authority to perform the duties and responsibilities of the Chief Pilot.

3.12 “Commission” means the Australian Industrial Relations Commission.

3.13 "Company" means Regional Express Holdings Ltd.

3.14 “CPI” Means the CPI figure based on the weighted average of eight capital cities as at March of each applicable year and as published by the Australian Bureau of Statistics.

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

3.16 "Designated Day Off" means a day on which a pilot is rostered to be free of all duty in their home base or base to which they have been temporarily transferred and will extend from 2200 hours on the previous day until 0600 hours on the following day. Where there is a requirement for two or more such days to be taken consecutively the pilot will be free of all duty in their home base or the base to which they have been temporarily transferred from 2200 hours on the previous day until 0600 hours on the following day or days.

3.17 "Duty" means a task or series of tasks that pilots are required to perform under the terms of their employment. These tasks include but are not limited to pilotage, flight-planning, pre-flight inspections, training, dead head travel, and other duties as prescribed in this Agreement.

3.18 "Duty Time" means all time on duty in accordance with the CAOs and this Agreement.

3.19 “Duty Period” means the period from sign on to sign off.
3.20 "Employer" means Regional Express Holdings Limited ACN 099 547 270

3.21 "Equipment Assignment" means a pilot's equipment status in a base.

3.22 "Federation" means the Australian Federation of Air Pilots.

3.23 "First Officer" means a pilot who is appointed as a First Officer by the Employer and who currently is licensed by CASA to act as second or third in command of an aircraft requiring two or more pilots.

3.24 "Flight Time" means time on duty as a crew member in an aircraft and is calculated from chock to chock.

3.25 "Home Base" means the base at which a pilot from time to time is permanently domiciled.

3.26 "Layover" means the continuous period of time in excess of nine hours in every twenty four hours period standing alone from the time of commencement of duties that a pilot spends free of duty between consecutive duty periods at a port other than their home base or base of temporary transfer.

3.27 "New Employee" means a pilot who is not a Transferring Employee as defined in clause 3.40.

3.28 "Night Operations" means all duty between the hours of 2200 and 0500 hours local time at departure base.

3.29 "Nominated Duty" means any duty the pilot has performed in accordance with the published roster, and any subsequent changes to rostered duty performed in accordance with this Agreement.

3.30 "Pilot" means a person who is the holder of a Commercial Pilot's Licence or Australian Transport Pilot's Licence and is employed under the provisions of this Agreement.

3.31 "Reduced sign on time" means the actual sign on time for duty from a non Capital city primary airport by an operating pilot where flight duty is involved which may be reduced from forty-five (45) minutes to not less than thirty (30) minutes prior to the scheduled departure of the flight.

3.32 "Regional Express Pilots' Committee" means the representative body of the pilot group with functions under the agreement as delegated by the Federation as the registered organisation.

3.33 "Rostered Duty" means those flights or other duties that the pilot has been rostered to perform.

3.34 "Rostered Duty Period" means the period of time for which the pilot is rostered to be on duty. Duty period is shown on the roster as that time between sign on time and sign off time. This period normally encompasses the pilot's rostered flying but is also used to encompass dead head travel, training, rostered check flight briefing and debriefings, and other rostered duties as prescribed in this Agreement.

3.35 "Salary" will mean base salaries and additions to base salaries prescribed by clauses 62, 63 and 64 of this Agreement.

3.36 "Sign Off Time" means the time an operating pilot completes all duties associated with a tour of duty, which unless otherwise agreed between the parties will be (15) minutes after chock time where flight duty is involved. Where the final leg of travel prior to sign off is Dead Head Travel, the sign off time will be at chock time. In the event that allowances for post flight duties are routinely exceeded then the sign off time will be revised through the RexPC to better represent the actual time taken.

3.37 "Sign On Time" means the actual sign on time for duty by a pilot where flight duty or deadhead travel is involved which will be not less than forty-five (45) minutes prior to the
scheduled departure of the flight, except:

- In the case of the first flight of an aircraft on any day from a capital city airport, the period of 45 minutes may be extended to 60 minutes
- In the case of the first flight of an aircraft on any day from Sydney the period of 45 minutes may be extended to 75 minutes
- When reduced sign on is permitted under clause 59.2

In the event that allowances for pre flight duties are routinely exceeded then the sign on time must be revised to better represent the actual time taken.

3.38 “Tour of Duty” is defined as the complete time a pilot is away from home base. A tour of duty may include a number of Duty Periods when operating from a base other than home base, as well as dead head travel.

3.39 “Training Captain” means a Captain other than a Check Captain who is appointed to perform route endorsement and/or training duties.

3.40 "Transferring Employee" means a pilot to whom this Agreement applies who on 31 July 2002 was employed by either Kendell Airlines (Aust) Pty Limited (Subject to Deed of Company Arrangement) or Hazelton Air Services Pty Limited (Subject to Deed of Company Arrangement).

3.41 "Year of Service" means the period of employment from the date of commencement of employment with the Employer or its predecessor KD/ZL or as otherwise agreed in the CRJ pilots’ case to each anniversary of such date.

4 AREA, INCIDENCE AND OPERATION

4.1 This Agreement will be binding upon:

(a) the Employer as defined in 3.20 of this Agreement;

(b) the Australian Federation of Air Pilots; and

(c) all pilots employed by the Employer.

4.2 This Agreement will commence operation 7 days after the date of issue specified in the notice from the Workplace Authority advising the parties that the Agreement has passed the no disadvantage test and will have a nominal expiry date of 1 July 2011.

5 RELATIONSHIP TO THE AWARD

This Agreement is a comprehensive agreement and replaces all awards and industrial agreements that would otherwise apply to the employees to whom the Agreement applies, save that it does not exclude State laws dealing with occupational health and safety, workers compensation, apprenticeship, traineeships and long service leave.

6 POSTING OF AGREEMENT

The Employer will at all times have prominently exhibited and available for inspection at the place or places of business, a legible copy of this Agreement and any variations thereto.

7 PARTNERS IN BUSINESS SUCCESS

7.1 A Regional Express Pilot Committee (RexPC) will be established to represent the pilots in overseeing the flexible application of this Agreement balancing lifestyle and the needs of the pilots with the efficiencies of Rex. Whilst the composition of the RexPC may vary over time with
the size, structure and needs of the business, it will comprise:

(a) appropriate representatives from (or as nominated by) the AFAP; and

(b) a number of pilot employee representatives who nominate and are accepted by the Pilots

7.2 The primary roles of the RexPC are:

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

(b) to oversee the operation of the facilitative provisions of this Agreement.

(c) Work with the employer to enhance lifestyle benefits to pilots and improve workplace efficiencies.

(d) To represent pilots best interests in an equitable fashion.

7.3 The RexPC will continue to meet on a regular basis as determined by the Committee. The pilot representatives not on approved leave shall be rostered to attend all RexPC meetings using the Bank of Days. The RexPC shall determine its own Chair. Minutes will be produced and distributed to the pilot group as soon as possible following each meeting.

8 EMPLOYMENT CONTRACT

8.1 A pilot may be engaged on a full-time or part-time basis.

8.2 A pilot engaged on a full-time or part-time basis may be employed on a probationary basis for a period not exceeding six (6) months. All probationary appointments will be notified in writing. Notwithstanding any other provisions in this clause 8 to the contrary, the employment of a probationary pilot may be terminated by the giving of one week's written notice by either party, or by the payment or forfeiture of one week's salary in lieu of notice as the case may be.

8.3 A pilot may be engaged on a full-time or part-time basis for a specific period of time to meet peak workloads or for relief coverage of pilots on extended periods of leave.

8.4 Within seven (7) days of commencement in employment a pilot will be provided with a Letter of Employment confirming the pilot's terms of employment.

8.5 The employment of a pilot engaged on a full-time or part-time basis will, subject to the provisions of clauses 8.6 and 8.7, be terminable either:

8.5.1 by the Employer or the pilot giving four weeks' written notice except:

(a) where the pilot has completed less than twelve months continuous service, in which case two weeks' written notice will apply or;

(b) in the case of termination by the employer, an additional week's notice shall be provided if the pilot is aged 45 years or over and has at least 2 years' continuous service at the time notice is given.

8.5.2 by payment to the pilot or forfeiture by the pilot from salary due, of an amount equal to the amount of salary otherwise payable to the pilot during the notice period, provided that a period of notice may be reduced or waived by mutual agreement in which case salary will be paid up to and including the last day of work.

8.6 The period of notice in clause 8.5 does not apply to dismissal for serious misconduct or to employees engaged for a specified period of time whose employment ends on expiry of the specified period.

8.7 If the employment of a pilot is terminated by either the pilot or the Employer whilst the pilot is
away from home base on a layover or temporary transfer, the pilot will be returned to the home base at Employer expense. The notice period will be deemed not to have commenced until the pilot is returned to the home base or point of recruitment as may be mutually agreed. Where the pilot is transferred at the direction of the Employer to a new home base and is subsequently terminated by the Employer within twelve (12) months, the pilot, together with spouse and dependant children under 21 and their possessions will be returned to the previous home base at Employer expense.

8.8 The Employer may terminate the employment of a pilot without notice for serious misconduct that justifies instant dismissal.

8.9 A pilot will not fly an aircraft other than Employer aircraft unless the Employer consents in writing.

8.10 A pilot will carry out duties for the Employer outside Australia in any part of the world where the Employer may from time to time be operating and where their contractual obligations require flying to be performed. Special conditions for pilots performing such duties will be agreed by the RexPC in writing prior to commencement of such operations.

8.11 A pilot who fails a prescribed test of competency in respect of any rating or endorsement which forms part of the conditions of employment will be afforded adequate facilities for training and/or retraining, as provided for in clause 23.

8.12 Subject to clauses 8.13 and 8.14, the Employer may suspend a pilot from duty with pay pending the completion of an investigation into an accident or incident in which a pilot has been involved or any allegation of serious misconduct or for such other reasons that the Employer considers the pilot’s suspension to be necessary.

8.13 The Employer may suspend a pilot from duty without pay during any period in which:

(a) the pilot has accepted overseas duty but is unable to fly because their passport is invalid due to their own negligence;

(b) the pilot, due to their own negligence, is not sufficiently qualified.

This clause 8.13 shall not apply in a case of licence suspension due to medical disability.

8.14 Where any period of suspension exceeds 28 days, the Employer may direct a pilot to take a period of accrued annual leave or long service leave.

8.15 If a pilot who is suspended with pay is subsequently found guilty by a court of appropriate jurisdiction of an offence under the CAOs or CARs in relation to any investigation, their entitlement to payment will cease, and the Employer will have the right to recover any monies paid to a pilot from any payments due under the terms of this Agreement.

8.16 For the purposes of this clause 8 “serious misconduct” has the same meaning as Regulation 1.07 of the Fair Work Act 2009.

8.17 No Rex pilot will be required to routinely operate services in a manner requiring dispensation from CASA against any published rule or regulation without consultation with the RexPC. This clause does not preclude operating in accordance with ad hoc dispensations against CAO 48 as approved by CASA and as agreed to by the operating crew.

PART TIME PILOTS

8.18 General Conditions

8.18.1 The parties agree that, subject to operational requirements, the Company may make a number of line pilot positions available as part-time. The allocation of part-time positions between bases and aircraft types will be at the Company’s discretion having regard to the
operational needs of the business.

8.18.2 The number of days to be worked by a part time pilot will be mutually agreed in advance at the commencement of the part time position. This agreement shall be confirmed in writing by the Company. The number of days to be worked can be varied by mutual agreement between the Company and the pilot concerned.

8.18.3 A part time pilot shall receive pro-rata entitlements for all conditions of employment under this Agreement unless specified otherwise.

8.18.4 With mutual agreement the company may choose to appoint individual pilots to a part time position having regard to personal circumstances. In such cases the position will not be advertised.

8.18.5 If a part time position is vacated for any reason the company is not obliged to fill that position.

8.19 Periods of Duty

8.19.1 A part time pilot will be engaged and rostered in accordance with one of the options in the following table:

<table>
<thead>
<tr>
<th>Pro Rated Employment</th>
<th>Working Days</th>
<th>RDO’s</th>
<th>Non-Work Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>10</td>
<td>4 RDO’s</td>
<td>14</td>
</tr>
<tr>
<td>60%</td>
<td>12</td>
<td>5 RDO’s</td>
<td>11</td>
</tr>
<tr>
<td>75%</td>
<td>15</td>
<td>6 RDO’s</td>
<td>7</td>
</tr>
<tr>
<td>80%</td>
<td>16</td>
<td>7 RDO’s</td>
<td>5</td>
</tr>
</tbody>
</table>

Workdays may include all duty types performed by full time pilots including overnights and reserve days. The Company will make best endeavours to ensure duty types are equitably distributed to part time pilots.

8.19.2 Actual rostered workdays within the 28 day roster period will be at the discretion of the Company. The pilot will be able to express preferences consistent with Rostering request practises.

8.19.3 Flying hours and duties will be limited by CA048.

8.19.4 In accordance with the table above, a part time pilot will be allocated RDO’s on a pro-rata basis in each 28 day roster period.

8.19.5 All other days where a duty day or day off has not been rostered shall be known as non-work days.

8.19.6 If a pilot is subject to delay or extends duty such that sign off is after midnight prior to a non-work day, that pilot will be entitled to a replacement non-work day. No penalty payments shall apply.

8.19.7 A pilot may sign on prior to 0600 following a non work day without being entitled to a replacement non work day.

8.19.8 A part-time pilot will be rostered a minimum of one weekend off in an eight week period, where practical.

8.19.9 A part time pilot will be subject to all the provisions of clause 40 including payments applicable, which shall be at full stated rates.
8.20 Work on RDO’s and Non-work Days

8.20.1 A part time pilot may be requested by the Company to work on an RDO in accordance with clause 39.7 of the EBA. Where a part time pilot agrees to work on an RDO payment shall be in accordance with clause 39.7.

8.20.2 A part time pilot may be requested by the Company to work on a non-work day. Where a part time pilot agrees to work on a non-work day a replacement non-work day will not be provided and the pilot will receive an additional one day’s salary being calculated as 7.6 x the pilots hourly rate as shown on his or her payslip.

8.21 Eligibility for Part-Time Employment

8.21.1 Pilots who wish to avail themselves of a part-time position shall submit a written expression of interest to the Company. Once all part-time positions are filled the Company will initiate a wait-list for part time positions.

8.21.2 Part time positions may be provided on the basis of demonstrated need with preference given to pilots seeking part time employment in conjunction with return from a period of parental leave or on the basis of demonstrated carer’s responsibilities. Pilots requesting part time positions without a demonstrated need will be granted part time in order of application. Where pilots are deemed to have an equal need, the Company shall use seniority to determine the allocation of part time positions.

8.21.3 All part time appointments will be for an initial period of twelve months. During this initial period the pilot will only return to full time employment with mutual agreement between the pilot and the company. The initial twelve month period will be exclusive of any period of full time work performed at the Company's request as a result of operational requirements.

8.21.4 After the initial twelve months, a pilot may apply for, and the Company may grant, additional periods of 12 months part time employment having regard to the operational needs of the company and the demonstrated need of the pilot.

8.21.5 A part time pilot who no longer wishes to continue part time work may apply for a full time position when a full time vacancy exists.

8.21.6 A part time pilot may agree to temporarily return to full time flying at the request of the Company to meet short term operational requirements.

8.22 Training and Related Matters

8.22.1 Initial ground school, simulator and line flight training will be performed on a full time basis. Part time employment will commence after a satisfactory check to line and at the commencement of the next successive roster period.

8.22.2 An additional 3 training days over and above the total number of rostered paid working days in any calendar year will be rostered. These training days will not attract remuneration. Any additional training days required due to a failure to reach or maintain standard will also be over and above the total number of rostered paid working days in any calendar year and will not attract remuneration. This is in recognition of the Company's responsibility under its compliance based training requirements to provide a fixed training schedule to pilots, whether they are engaged in full time or part time employment.

8.22.3 Additional training days required in accordance with clause 8.22.2 shall apply for failure to reach or maintain standard for any rostered company check or training exercise.

8.23 Entitlements

8.23.1 A part time pilots annual leave, personal leave and long service leave entitlements shall be pro-rata.

8.23.2 Previous entitlements accrued under full time employment will be transferred to ensure no
loss is incurred as a result of converting to part time work.

8.23.3 Years of service increments will accumulate on a normal annual basis.

8.23.4 Part time employment will not affect seniority rights. However any change of status or type will only be available as a full time position unless the company decides otherwise.

8.24 Allowances

8.24.1 Incidence based allowances including meal allowances and DTA will be paid at the rate prescribed in this Agreement.

8.24.2 Loss of licence entitlements and payments for licence renewal costs will be as per a full time pilot's entitlement.

8.24.3 All other entitlements under the EBA will be pro-rated.

9 PILOT INDEMNITY

9.1 Subject to clause 9.2, a pilot will not be required to pay for damage or loss of aircraft, motor vehicle or equipment used in the service nor will any lien or other claim be made by the Employer upon the pilot's estate. Any claim made by any member of the public, employee of the company, passenger or other person upon the pilot's estate as a result of any accident or happening caused by the pilot when duly performing their nominated duty or operating a vehicle in accordance with this agreement, whether efficiently or, as may be subsequently determined, negligently, will be accepted as a claim made against the Employer. The Employer will be solely responsible for all claims as a result of operations by or travel in their aircraft.

9.2 Clause 9.1 does not apply to a pilot who knowingly performs their nominated duty in a manner contrary to law or Company Operating Procedures.

10 EMPLOYMENT PROHIBITIONS

Employment of a pilot who does not hold a current Australian Commercial Pilots Licence or Airline Transport Pilots Licence is prohibited by this Agreement.

11 PILOT DUTIES

11.1 Pilots must undertake operational and other duties, as reasonably directed by the Employer in accordance within their respective levels of skill, competence and training. A pilot will not be required to perform any duties other than:

11.1.1 Operational duties associated with the preparation for, and conduct of a flight including reasonable assistance with normal fuelling and handling of passenger baggage and/or cargo. Assistance with embarkation and disembarkation of disabled passengers may be undertaken where appropriate training is given and with mutual agreement from the pilot.

11.1.2 Completion of Statutory and Employer documentation associated with a flight.

11.1.3 Necessary maintenance of cabin tidiness consistent with passenger comfort. This clause 11.1.3 will generally apply only to aircraft not required to carry a cabin attendant.

11.1.4 In the case of charter flights, the Employer may require a pilot to handle passenger baggage at ports not normally serviced by the Employer.

11.1.5 Pilots will not be required to certify for Engineering LC1 checks or equivalent.

12 DUTY AND FLIGHT TIME RECORDS

12.1 Each pilot will be required to keep a record of duty and flight times. The company shall keep a
progressive record of each pilots flight and duty time. A pilot shall provide the company details of all non-company flying for inclusion in these records as required by CAO/CARs. Upon request, the company shall provide the pilot with written details of his flight record (log book format).

12.2 The pilot's record will be maintained or made available by the Employer for a period of seven years.

13 ORDERS TO PILOTS

Orders and instructions to pilots will normally be given or confirmed in writing. If a pilot so requests, verbal instructions will be confirmed in writing to the pilot no later than 96 hours after the verbal instructions are given. When a pilot elects to operate under an instrument of approval from CASA such instrument will be confirmed in writing.

14 CERTIFICATE OF SERVICE

A pilot may request a certificate of service on termination and the employer must provide such certificate within seven days of the pilot's last day of work.

15 ACCESS TO PERSONAL RECORDS

Any personal file, equipment record or check report of a pilot, whether kept at the employer's head office or another office, will be open to inspection by the pilot in the presence of the employer or the employer's nominated representative during normal business hours.

16 ENABLING AUTHORITY

The Employer and the Federation are authorised to enter into a letter of agreement, a letter of understanding or a letter of exemption in respect of any provision in this Agreement.

17 NEW AIRCRAFT AND SPECIAL EQUIPMENT

When new types of aircraft or special equipment are to be introduced into service, the RexPC may consider the ramifications and may recommend salary rates to the Employer and, if necessary, any new or special provisions whatsoever in relation to the operation of such aircraft or equipment. Such requests may be made up to three months prior to anticipated commencement of operations and will be followed within 30 days by joint consultation aimed at formulating salaries and special provisions if necessary prior to commencement of operations.

18 NOTICE BOARDS AND LOCKABLE FACILITIES

18.1 The Employer will provide a notice board of reasonable dimensions in a prominent place at each base for dissemination of information to pilots and for use by pilots.

18.2 As far as practicable, the Employer will provide lockable facilities at bases for storage of personal items associated with pilots’ employment.

19 PAYMENT OF SALARIES

19.1 Salaries and allowances will be paid fortnightly by electronic funds transfer into an account with a financial institution nominated by the pilot.

19.2 On termination of employment, all salary due to a pilot must be paid 2 business days after clearance of employment procedures have been completed. In any case no later than seven days from termination. Subject to clearance, the Employer and pilot may agree that the salary due will be paid on the Employer’s normal pay day.
20 QUALIFICATION RENEWAL ON TERMINATION

20.1 Where the employment of a pilot other than a pilot engaged for a specific period of time is terminated by the Employer for reasons other than serious misconduct, any of their qualifications including an instrument rating or other flight rating or endorsement which:

(a) was required by the Employer at the time of engagement; or

(b) whilst not so required, was utilised by the Employer within the period of up to one year immediately preceding the pilot's termination date

has lapsed through no fault of the pilot or is due for renewal during the period extending up to three (3) calendar months beyond their termination date, then either the qualification/s will be renewed or the reasonable cost of the renewal/s will be met by the Employer no later than on the pilot's last day of work.

21 RIGHT OF ENTRY

Right of entry will be in accordance with the provisions of the Fair Work Act 2009.

22 SALARY RECORDS

The Employer will keep up-to-date records in respect of each pilot in their employ showing the pilot's classification, gross salary, all allowances, all additions to salary, all deductions and net salary.

23 TRAINING

23.1 The Employer will be responsible for arranging facilities to enable pilots employed on permanent hire to reach and maintain proficiency in such ground courses and such aeronautical skills as are required by the Employer.

23.2 Where the Employer requires a pilot to obtain any licence, rating, endorsement, initial instrument rating or type endorsement, subject to clause 23.5, the Employer will pay all costs associated with obtaining and for renewing such rating or endorsement. This will include all licensing fees and Civil Aviation Safety Authority charges.

23.3 A pilot who, upon initial employment, does not hold an endorsement on the aircraft type applicable to the initial equipment assignment is required to sign a two year training bond. This will be for $17,500 in the case of a SAAB. Should the pilot resign within the two year bond period, a residual amount, based on a 1/8 reduction in the original bond every three months, will be paid to the Employer. This amount must be paid in full within twelve months of the pilot's resignation date.

23.4 Any pilot who bids for and is entitled to command upgrade training may be requested by the company to sign a statement, confirming his or her commitment to give at least three months service with the company following check to line as a Captain. Where a pilot declines to sign such a statement, the company may at its discretion choose not to provide upgrade training to that pilot.

23.5 Where the Employer arranges or provides for a pilot who is not currently in the Employer's employ, training of a type mentioned in clause 23.2 on the understanding that such training will qualify the pilot to commence employment with the Employer, the Employer will be deemed for all purposes of this Agreement to be the pilot's employer as from the date of commencement of such training if the training is carried out by the Employer, with the exception of ground schools. Provided that where the aircraft used for such training is not one operated by the Employer, the Pilot will pay the training costs in full and the pilot's employment will commence subsequent to completion of training.

23.6 No pilot will be required by the Employer to obtain any subsequent aircraft endorsement to their licence or instrument rating in their own time or at their own expense where such endorsement or rating is required of the pilot by the Employer. The Employer will pay all costs
associated including licence fees associated with obtaining and/or renewing such rating or endorsement, including Civil Aviation Safety Authority charges.

23.7 Any required currency or proficiency training or checking that is applicable to a pilot’s licence renewal, endorsement training or Emergency Procedures training will not be conducted at the conclusion of a tour of duty.

23.8 The Employer will ensure that after each check is completed a pilot be provided immediately with a copy of the appropriate check sheet. The check report will be completed in the pilot’s presence and all adverse comments will be discussed with the pilot during the debriefing period. The pilot will sign the pass/fail form and appropriate check sheet to acknowledge that these documents have been sighted.

23.9 Opportunity to qualify

23.9.1 Type endorsement must not be commenced unless the pilot has successfully completed an approved engineering course where required for the type.

23.9.2 Line training must not be commenced unless the pilot has successfully completed the endorsement training for the type.

23.9.3 Pilots who are required to undergo a Progress Check must have completed a minimum of 75% of their line training.

23.9.4 A pilot who fails to achieve the required standard at a Base Check conducted during their line training, will have the opportunity to repeat this check prior to the completion of their line training.

23.9.5 A pilot who fails to achieve the required standard during the repeat of a Base Check or Check-to-Line, will be deemed to have failed their opportunity to qualify.

23.10 Failure to qualify

23.10.1 A pilot who fails conversion or command training and is not required to remain on the aircraft type or who does not seek to undertake a second period of training, must revert to their previous equipment and status, or where the equipment is not available, to such lesser-rated equipment or status for which they can qualify.

23.10.2 A pilot, who fails their first opportunity to qualify for command or on conversion training, will be entitled to a second opportunity. The pilot may elect to have their second opportunity carried out with a different Training and/or Check Captain.

23.11 Failure to maintain standard

23.11.1 During a normal licence or instrument rating renewal, should a pilot be unable to maintain the required standard they will be entitled to retraining for up to 20 sectors and/or such other training program as agreed to by the Chief Pilot prior to being re-checked.

23.11.2 A pilot may elect to have their re-check conducted by a different Check Captain.

23.11.3 A pilot who fails their re-check will revert to such lesser rated equipment or status as is available and for which the pilot can qualify.

24 DUTIES EXPENSES

24.1 On production of receipts, the Employer will fully reimburse a pilot for all reasonable out-of-pocket expenses necessarily incurred by the pilot as a result of assistance rendered to passengers in the course of their employment. Such reimbursements will be made within seven (7) working days of a claim being submitted.

24.2 A pilot will not be required to pay for the costs associated with the operation of an aircraft. Notwithstanding this, in the case of expenses being incurred by the pilot in the operation of an aircraft, the Employer will reimburse the pilot such costs within seven (7) working days of the
pilot submitting such a claim.

25 OVERSEAS DUTY

The Employer will be responsible for the provision and finalisation prior to departure of such
flights of all items to facilitate the conduct of the operation by the pilot. These items will
include but not necessarily be limited to the requisite customs and entry documentation,
accommodation, adequate currency or credit cards valid in the ports to be visited and letters
of introduction or similar documentation to facilitate assistance from Australian diplomatic
consular representatives or appropriate neutral representatives. All reasonable expenses
incurred by a pilot to operate overseas will be reimbursed by the Employer including
passport and vaccination expenses.

26 TELEPHONE ALLOWANCE

The Employer will pay the cost of installation of a telephone on the basis of one installation
per pilot at any one base.

The employer will reimburse a pilot for the cost of Company business calls required on a
pilot’s personal telephone (landline or mobile) when the company’s toll free number does not
provide toll free access for the required call.

A pilot without a landline may chose to accept a fully funded “Rex only” mobile in lieu of the
above reimbursement.

27 ACCIDENT INSURANCE

27.1 The Employer will provide each pilot with accident insurance for a death benefit of not less
than $250,000 over and above any entitlement available under Workers’ Compensation
legislation.

27.2 The insurance benefit provided for in clause 27.1 will be paid only to the pilot’s nominated
dependants or next friend or trustee and a receipt or receipts for the amount insured from such
dependant, next friend or trustee will terminate the Employer's obligation under clause 27.1.

27.3 A pilot's entitlement under a superannuation scheme provided by the Employer, to a death
benefit of not less than an amount prescribed in clause 27.1 will satisfy the objective of this
clause.

27.4 A pilot who wishes to arrange his own accident insurance cover will be reimbursed, upon
production of a receipt for expenditure on such insurance, up to an amount equivalent to that
paid per pilot under the company’s group insurance plan. Payment under this clause 27.4 will
be deemed to discharge the Employer's obligation in clause 27.1.

27.5 Should the Employer's insurer reject a proposal for cover of a pilot under clause 27.1, the pilot
will be reimbursed, upon production of a receipt, for expenditure on such insurance, up to an
amount equivalent to that paid per pilot under the company’s group insurance plan. Payment
under this clause 27.5 will be deemed to discharge the Employer's obligation in clause 27.1.

28 DUTY TRAVEL

28.1 Duty travel means any travel, other than as a crew member of an aircraft, which a pilot
undertakes in the service of the Employer and includes dead head travel, travel for the purpose
of taking up a new base, either permanent or temporary, and any other travel for any purpose
required by the Employer.

28.2 A positive space seat will be provided on duty travel. Where duty travel is required after the
completion of a tour of duty, due regard will be given to expediting such travel on the first
available aircraft.

28.3 Where a pilot's family is travelling at the direction of the Employer positive space seats will be
provided for the pilot and each dependant under 21 years of age. If a pilot or dependants are off-loaded overnight the Employer will provide transport to and from the airport and appropriate accommodation and meals on each such occasion.

28.4 Where a pilot in the course of employment is required by the Employer or the Civil Aviation Safety Authority but subject to the Employer’s prior approval, to undertake any local travel by means of using taxicab or public transport, the pilot may elect to pay fares en route, and in such cases, the Employer will reimburse the pilot for all reasonable expenses incurred in such travel.

28.5 All travel arrangements, including accommodation, will be made by the Employer prior to the departure of the pilot from home base and all such arrangements will be known to the pilot prior to such departure.

29 LEAVE OF ABSENCE

29.1 A pilot may upon written request be granted leave of absence without pay. When such leave is granted the provisions to apply will be in writing and the pilot will retain seniority for an absence of up to twelve months. A pilot whose request is declined shall be advised in writing and given priority for consideration of future available LOA position.

A pilot who engages in other employment as a pilot whilst on such leave of absence will lose all seniority entitlements unless approval in writing to engage in other employment is first obtained from the Employer and REXPC. A copy in writing is to be held by the Federation.

29.2 Long serving pilots

General Conditions

29.2.1 The parties agree that, a pilot who has a period of continuous service with REX of a minimum of nine years is able to apply for Leave Without Pay to take up an employment opportunity elsewhere.

29.2.2 Will upon the request being granted be enabled to leave the Company for a period of the equivalent of one week for each year of completed service and for the uncompleted year beyond the notified separation date from REX.

<table>
<thead>
<tr>
<th>Years of service (examples only)</th>
<th>Weeks to return</th>
<th>Pro rata</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 yrs</td>
<td>9</td>
<td>0</td>
<td>9</td>
</tr>
<tr>
<td>9 yrs 2 mths</td>
<td>9</td>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>9 yrs 11 mths</td>
<td>9</td>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>13 yrs</td>
<td>13</td>
<td>0</td>
<td>13</td>
</tr>
<tr>
<td>13 yrs 6 mths</td>
<td>13</td>
<td>1</td>
<td>14</td>
</tr>
<tr>
<td>13 yrs 9 mths</td>
<td>13</td>
<td>1</td>
<td>14</td>
</tr>
<tr>
<td>18 yrs 1 mth</td>
<td>18</td>
<td>1</td>
<td>19</td>
</tr>
</tbody>
</table>

29.2.3 The pilot will retain their relative seniority number during this period.

29.2.4 The Leave Without Pay will cease upon commencement of paid line flying with another operator.
29.2.5 If the pilot opts to return to REX then the pilot may only fill a vacancy that the held seniority number entitles the pilot to hold.

29.2.6 No pilot filling the vacancy created by the long serving pilot departure can be ‘bumped’ from the position filled.

29.2.7 In the event a vacancy is unavailable the pilot’s original home base the pilot may delay return for a period of no more than 6 months or until a vacancy arises whichever occurs first.

29.3 Payments of entitlements

29.3.1 The long serving pilot will be paid all entitlements due at the end of the normal notice period prior to the LWOP.

29.3.2 The pilot will be considered to be on Leave Without Pay for the whole period with no further accrual of any entitlements under the agreement.

29.4 Training and Related Matters

29.4.1 Any pilot returning will not be subject to any return of service or bond agreement.

29.4.2 The Company will be responsible for all training required to return the pilot to line flying status.

30 CHANGE OF PILOT CATEGORY/CLASSIFICATION

30.1 Temporary

30.1.1 Subject to possessing the appropriate statutory and proficiency requirements, a pilot may be required by the Employer from time to time to carry out flying duty in any of the categories of flying operations conducted by the Employer. Such requirement may result from a relief assignment at pilots' home base or a temporary transfer base.

30.1.2 If during a relief or temporary transfer, a pilot who is engaged in a particular category or classification is required to carry out flying duties in a category or classification attracting a higher level of remuneration. The pilot will be paid for all such duties at the applicable higher rate of remuneration, appropriate to the period of service with the employer, for a minimum of one (1) week and will at the same time be entitled to any higher employment benefits applicable to that category. A pilot will, at the termination of the relief of temporary transfer, subject to the minimum payment of one (1) week revert to the appropriate category or classification.

30.1.3 If, during a relief or temporary transfer a pilot is required to carry out flying duties in a category or classification attracting a lower level of remuneration the pilot will continue on the existing salary scale.

30.2 Permanent

30.2.1 For the purposes of this clause 30.2, "permanent" will mean any period in excess of 180 days.

30.2.2 On a change of category or classification of work, years of service with the Employer will determine the incremental level in the new category or classification of work.

30.2.3 On promotion to a different category or classification of work attracting a higher remuneration, the pilot will maintain existing salary until proficient in the new category or classification.
30.2.4 When there is a reduction of establishment on, or phase out or withdrawal of an aircraft type and the pilot is demoted to a category or classification attracting a lower remuneration, the pilot will be given the following minimum notice of the transfer or paid existing salary for the period, by which the notice falls below that specified.

<table>
<thead>
<tr>
<th>Years of Service with Employer</th>
<th>Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Up to 1 year of service</td>
<td>3 weeks</td>
</tr>
<tr>
<td>(b) Over 1 year but up to 3 years</td>
<td>6 weeks</td>
</tr>
<tr>
<td>(c) Over 3 years</td>
<td>8 weeks</td>
</tr>
</tbody>
</table>

30.2.5 Where the transfer to a category or classification attracting a lower salary results from the attempt and failure to demonstrate proficiency on previous equipment, the pilot will be paid the lower salary from the date of final re-check.

31 SENIORITY

31.1 Not later than fourteen (14) days after the commencement of this Agreement, the Employer will publish a seniority list of all pilots in its employment. A number indicating relative length of service with the Employer will identify the seniority of each pilot on the list, the longest serving pilot having the number “one”.

31.2 A new pilot’s seniority will be advised in writing within fourteen days (14) from commencement with the Employer as a pilot.

31.3 Pilots employed on the same date will have their relative seniority positions decided by the Employer having regard to qualifications and experience.

31.4 Pilots employed after the commencement of this Agreement will be assigned to equipment type by the Chief Pilot.

31.5 Pilots will be permitted a period of 14 days after any publication of the seniority list in which to protest any omission or incorrect listing affecting the pilot's seniority, except that a pilot on leave or duty away from home base at the time of publication of such list shall have a period of 14 days from date of return to duty at home base during which to file such protest.

31.6 All equipment assignments, vacancies and temporary and permanent transfers shall be advertised prominently on the notice board at each pilot base for a period of 7 days or be individually advertised in writing. The Employer will attempt to notify all pilots who are on leave. All pilots will be entitled to apply in writing for such positions and the Employer will fill such vacancies and allocate such transfers in accordance with clause 31.8.

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

- equipment assignment
- location/s of vacancies
- number of vacancies at each location
- closure date for applications
- commencement date of technical training if known.

31.8 Relative seniority of pilots as indicated on the seniority list, qualifications and merit will be considerations in all matters concerning employment opportunities including:
• equipment assignments;
• promotions;
• retention or demotion in case of reduction of establishment; and
• postings, temporary and permanent transfer.

Where seniority is contrary to the needs of the employer the company and the Federation agree to work together to find a solution that will minimize the impact upon those pilots involved.

32 RETENTION OF SENIORITY - LICENCE CANCELLATION ON MEDICAL GROUNDS

32.1 A pilot whose licence has been cancelled or suspended on medical grounds will retain their current position where the cancellation or suspension is anticipated (by a physician) to be for a period of less than 12 months, and 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 reissued by the Civil Aviation Safety Authority within that period.

32.2 Clause 32.1 applies only when a vacancy exists where cancellation or suspension exceeds 12 months.

32.3 A pilot shall retain their relative position in the seniority list for the purposes of access to re-employment under this clause 32.

32.4 Disputes or questions arising in relation to this clause 32 may be raised under the Disputes Procedure.

33 WORKERS COMPENSATION MAKE-UP PAY

33.1 In addition to any statutory entitlement to workers compensation under relevant legislation a pilot will be paid make-up pay.

33.2 Make-up pay will be:

(a) an amount of money equal to the difference between the pilots' workers' compensation entitlements and the amount of salary plus regular allowances (excluding Overnight DTA) from Sign on (including reduced Sign on as applicable) to Sign off that they would have received had they been at work for the period concerned, provided that it will not apply during any period of paid leave.

(b) payable for a maximum period or aggregate of periods in no case exceeding a total of fifty-two (52) weeks in respect of incapacity arising from any one injury.

(c) paid through normal payroll procedures or according to alternative arrangements mutually agreed between the pilot and the Employer.

33.3 If, for the purposes of clause 33.2(a), no specific earnings figure is otherwise ascertainable, the figure used will be the average of earnings (excluding overnight DTA) from Sign on (including reduced Sign on as applicable) to Sign off over the previous three months or such lesser period of time during which the pilot has been employed.

33.4 Nothing in this clause will affect the right of an employer to terminate a pilot's employment in accordance with clause 8 of this Agreement, provided that no pilot will be terminated as a result of their having received make-up pay or as a means of avoiding make-up pay obligations.

33.5 In the event that a pilot receives a lump sum in redemption of regular statutory compensation entitlements, the liability of the employer to pay make-up pay will cease from the date of such
Where the pilot recovers damages from the employer or from a third party in respect of a compensable injury independently of statutory entitlements, they will be liable to repay to their employer the amount of make-up pay which they have received in respect of the said injury and will have no further make-up pay entitlements in respect of the injury.

Periods of absence on workers' compensation exceeding three (3) months will not count as service for calculation of recreation leave.

**DISPUTE RESOLUTION PROCEDURE**

In the event of a dispute arising in the workplace, the procedure to be followed to resolve the matter will be as follows:

(a) The pilot(s) concerned will first meet and confer with their immediate supervisor.

(b) If the matter is not resolved at such a meeting the Employer will promptly make available the Chief Pilot or another senior management representative to discuss the issue with the pilot(s) concerned.

(c) If the matter remains unresolved after 28 days it may be referred to the Chief Executive Officer or his nominee.

(d) In the event that it is agreed that a reference to the Chief Executive Officer would not resolve the matter or the matter remains unresolved after referral to the Chief Executive Officer, the parties may jointly or individually refer the matter to the Australian Industrial Relations Commission (AIRC) or a mutually agreed third party for conciliation.

(e) Where a dispute over the application of the Agreement is unable to be resolved by conciliation, the Employer or the Federation may refer the matter to the Australian Industrial Relations Commission for arbitration, and subject to any appeal in accordance with the *Fair Work Act 2009*, the Commission's decision shall be binding upon the parties. Any decision of the AIRC must be confined to the proper application of the Agreement and must not create additional obligations (beyond those set our in this Agreement) upon the Employer or upon Pilots.

At any stage of the dispute resolution process in clause 34.1 the pilot(s) may be assisted or represented by a person of their choice, such as an official of the Federation or member of the Regional Express Pilots' Committee.

While the parties attempt to resolve the matter work will continue as normal unless the pilot has a reasonable concern about an imminent risk to personal health and safety.

The parties will at all times confer in good faith and without undue delay.

**OCCUPATIONAL HEALTH AND SAFETY**

The Employer will on request provide each pilot with the following hearing protection devices:

- Ear Muffs
- Ear Plugs (Disposable)

Each aircraft will have 2 noise cancelling (ANC) and one spare noise attenuating headsets provided by the Employer to be phased in over a two year period commencing with the effective date of this agreement.
36 PILOT REPRESENTATION AT ACCIDENT OR INCIDENT ENQUIRY

A pilot will have the right to nominate a representative who may act as an observer and be present at all stages of the Employer's inquiry or investigation into any accident or incident in which a pilot is involved. By agreement with the Employer such representative may be a suitably qualified person not employed by the Employer.

A pilot involved in or questioned during an accident or incident investigation will have the right to nominate a representative to assist during such inquiry/investigation.

37 PILOT AERONAUTICAL DOCUMENTATION

Each pilot employed by the Employer will be required to be in possession of Jeppesen aeronautical documents.

On or about 15 December each year, the Employer will pay to each pilot employed as at that date an amount equal to the current cost of the relevant amendment service for a 12 month period.

38 REDUNDANCY

38.1 Severance pay

38.1.1 Subject to clauses 38.1.2 and 38.1.3, a pilot whose employment is terminated by reason of redundancy must be paid the following amount of severance pay in respect of a continuous period of service in addition to the provision of notice or payment in lieu of notice in accordance with clause 8,

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or less</td>
<td>nil</td>
</tr>
<tr>
<td>1 year up to the completion of 2 years</td>
<td>4 week's pay</td>
</tr>
<tr>
<td>2 years up to the completion of 3 years</td>
<td>6 week's pay</td>
</tr>
<tr>
<td>3 years up to the completion of 4 years</td>
<td>7 week's pay</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>8 week's 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 and less than 10 years</td>
<td>16 weeks' pay</td>
</tr>
<tr>
<td>10 years and over</td>
<td>12 weeks' pay</td>
</tr>
</tbody>
</table>

“Weeks’ pay” means the ordinary time rate for the pilots concerned.

38.1.2 The severance payments will not exceed the amount which the pilot would have earned if employment with the employer had proceeded to the pilot's normal retirement date.

38.1.3 The Employer will not be obliged to make a severance payment if the Employer obtains suitable and reasonable alternative employment for the pilot. For the purposes of this clause 38.1.3, employment requiring a change of domicile would not be considered suitable and reasonable.

38.1.4 A pilot whose service is terminated for reasons of redundancy, and who was not recruited locally, will be entitled to air travel for the pilot and dependants to the place of original recruitment if the pilot wishes to return to that location. A cash payment equivalent to the cost
of air travel will be made if the pilot who returns to the place of original recruitment so requests.

38.2 Pilot leaving during notice period

A pilot whose employment is terminated by reason of redundancy may terminate their employment during the notice period and, if so, will be entitled to the same benefits and payments under this clause 38 had they remained with the Employer until the expiry of such notice. However, in this circumstance the pilot will not be entitled to payment in lieu of notice.

38.3 Time off during notice period

38.3.1 During the period of notice of termination given by the Employer a pilot will be allowed up to one day’s time off without loss of pay during each week of notice for the purpose of seeking other employment.

38.3.2 If the pilot has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the pilot will, at the request of the Employer, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

38.4 Transfer to lower paid duties

Where a pilot is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the pilot would have been entitled to if the employment had been terminated. The Employer may at the Employer’s option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

38.5 Re-employment

38.5.1 A pilot whose service is terminated due to redundancy or who terminates service whilst under notice of termination due to redundancy in order to take up alternative duties as a pilot will maintain their right for re-employment with the Employer for five (5) years or until offered re-employment, which is subsequently rejected by the pilot, whichever occurs first. The onus will be on the pilot to provide the Employer with a current address.

38.5.2 A pilot shall retain their relative position in the seniority list for the purposes of access to re-employment under clause 38.5.1.

38.6 In the event of a base closure the Employer may offer to the existing pilots a voluntary redundancy package based upon normal notice with the addition of three weeks’ pay per year of service. A pilot affected by a base closure who accepts a voluntary redundancy package under this clause 38.6 will not receive the benefits set out in clauses 38.1, 38.2 and 38.3.

39 PERIODS OF DUTY

39.1 Notwithstanding the maximum permissible duty and flight time limitations prescribed by Civil Aviation Orders Part 48, the duty and flight times of pilots employed under this Agreement will be based on the principle that in each nominated 28 day period at least eight (8) days shall be free of all duty including

- at least one weekend free of duty; and
- not more than two single days except where a single day is paired with another duty free day in the adjoining roster period and, wherever possible, not more than one single day where a pilot is rostered duty in excess of 140 hours in a 28 day period.

39.2 When a pilot has completed the maximum permissible flying or duty hours prescribed in Civil Aviation Orders Part 48 the Employer will not require the pilot to perform any further duties whatsoever for the remainder of the relevant period.
39.3 Where a pilot is on a temporary assignment away from home base the pilot may elect to defer designated days off free of all duty and in such an event the pilot will upon return to home base immediately receive the deferred designated days off free of all duty.

39.4 Where, at the point of termination, a pilot has accrued under this clause 39 an entitlement to a day or days off, the pilot will receive payment in lieu of such day or days at the normal rate of salary.

39.5 A pilot will not be rostered for a tour of duty terminating after 2200 hours on the day preceding the designated day or days free of duty, and will not be rostered to commence duty prior to 0600 hours on the day following the day or days free of duty.

39.6 Where a tour of duty rostered to terminate before 2200 hours on the day preceding the day or days designated free of all duty, is extended by delays so that it terminates after 2200 hours, the pilot will be regarded as having worked on a designated day free of all duty, and will be provided with a substitute day off.

39.7 A pilot will not be required to work on a designated day free of all duty provided that in the event of unforeseen circumstances an employer may request a pilot to work on a designated day free of all duty. If a pilot agrees to so work a pilot may elect as follows:

(a) A substitute designated day free of all duty and an allowance of $100 in addition to normal salary. A date within the next 28 day roster period or other mutually agreed date will be agreed on as the pilot’s substitute designated day free of all duty. This allowance will increase by CPI annually commencing on 1 July 09.

OR

(b) A payment of $100 per duty hour (Captain) or $65 per duty hour (First Officer) with a minimum of 4 hours pay her duty. The method of calculating and administering such payment shall be agreed between the RexPC and the company, This allowance will increase by CPI annually commencing on 1 July 09.

(c) Duty Periods offered in accordance with this clause 39.7 shall be assigned as a single Duty Period and will not be split into two or more Duty Periods at a pilot’s request. The Company shall make all endeavours to ensure that Duty Periods allocated in accordance with this clause are distributed on an equitable basis between those pilots indicating that they are available for such duty. The method of allocation of these Duty Periods shall be determined by consultation between the Company and the RexPC.

A pilot who has failed a check or is SOC (Subject to Operational Clearance) and who agrees to work on a designated day free of all duty in order to facilitate a further check or remedial training shall receive a substitute designated day free of all duty and an allowance of $100. This allowance will increase by CPI annually commencing on 1 July 09.

39.8 Reserve periods

39.8.1 A pilot on reserve or standby duty will be immediately contactable within any scheduled reserve duty period and will report for the appointed duty not later than two (2) hours after being contacted. The two (2) hour period will not apply if the duty has been pre-assigned. A pilot may be contacted for the purposes of pre-assigning duty when on reserve, on duty, or, where the pilot has given standing consent, during time off. The Employer will specify reserve duty period commencement and finishing times. The duration of such reserve duty periods will not exceed eleven (11) hours. Provided the pilot has been contactable throughout their reserve period, a pilot accepting a duty after a reserve period has finished on that day shall be entitled to an allowance of $160. This allowance will increase by CPI annually commencing on 1 July 09.

39.8.2 Where overnight duty has been rostered, or allocated under consecutive reserve days, and sick leave has occurred on a day other than the final day of the overnight duty, a pilot will be
re-allocated a reserve period beginning at 0400 hours or a duty commencing no earlier than 6am and concluding by 2pm or original duty sign off, whichever is the later, on the subsequent day (or days) of the original overnight duty period. A pilot called off reserve in accordance with this clause shall sign off by 2pm or the original duty sign off if later.

39.8.3 A pilot on reserve may be allocated to Simulator Reserve duty as per clause 44.1.2. Simulator Reserve duty is identical to normal reserve duty except that the 24 hours minimum notice period is not applicable when allocating simulator support pilot duties. A pilot on reserve duty (but not on simulator reserve duty) may still be allocated simulator support duties.

39.9 On any day a rostered tour of duty will not be immediately preceded by or immediately followed by a period of reserve duty.

39.10 If a pilot on assignment away from home base is not required for duty on any rostered duty day, such day will not be deemed to be a designated day free of all duty for the purposes of clause 39.3.

39.11 All applications for instruments of Approval from Civil Aviation Orders 48 provisions will be first approved by pilots who will be affected before submission to the Civil Aviation Safety Authority.

39.12 Crew rest breaks and crew meals

39.12.1 Except where a meal is provided in flight, no pilot will be required to be on duty for a period in excess of (5) hours and (30) minutes without a (30) minute break free of all duty for a meal. The turnaround time for this break will be a minimum of (50) minutes at a capital city aerodrome and (40) minutes at a country port. Meal breaks will be scheduled at a port of call with adequate eating facilities. Where a meal break is scheduled at a port without eating facilities, a (1) hour and (30) minute turnaround will apply, except where the Employer supplies a meal to the agreed standard then the minimum forty minute turnaround time will apply.

39.12.2 During a meal break at a capital city aerodrome, where the turnaround time has been scheduled for 50 minutes, each crew member will be relieved of such post flight duties as to allow them to have 30 minute break free of all duty for a meal. The company recognises that a 50 minute turnaround with a change of aircraft or new parking arrangements at Sydney may not provide this 30 min duty free period and as such shall make provision for crew meals when known in advance.

39.12.3 Where a crew meal is not provided in accordance with the above clauses on the aircraft the company will arrange for a meal to the agreed standard to be available at a pilot transit port within 5hrs 30 mins from sign on or last break. A pilot may extend this period to no longer than 7 hours and the meal/voucher must still be provided. The company shall ensure that meal vouchers are accepted and available at all company ports with eating facilities or make alternative arrangements to ensure disrupted crew have a meal provided. Where the company fails to arrange for a meal in accordance with this clause the pilot will be paid an allowance of $18.60. This allowance will increase by CPI annually commencing on 1 July 09..

39.13 Subject to any more beneficial entitlement contained in this clause 39, pilot duty periods will accord with the flight time limitations prescribed in CAO Part 48 Section 48.1 which provides as follows:

**Civil Aviation Orders Part 48, section 48.1**

**Flight Time Limitations – Pilots**

1 Limitations where the flight crew includes not more than two pilots for other than aerial agricultural operations.

1.1 Each pilot of an aeroplane in which the flight crew includes not more than two pilots engaged in other than aerial agricultural operations shall be subject to the limitations specified in these orders.
A tour of duty or period of reserve time at home shall be preceded by a rest period on the ground of at least:

(a) nine consecutive hours embracing the hours between 10.00 p.m. and 6.00 a.m. local time; or

(b) ten consecutive hours.

1.2

Notwithstanding the provisions of paragraph 1.2 of this sub-section, when an aircraft is scheduled to arrive at such a time that the pilots would be free of duty not later than 10.00 p.m. local time and the aircraft is delayed beyond that time, the nine hour rest period prescribed may be commenced up to 11.00 p.m. local time, provided the succeeding tour of duty does not exceed six hours.

1.3 An operator shall not roster a pilot for a tour of duty in excess of eleven (11) hours.

1.4 An operator shall not roster a pilot to fly in excess of eight (8) hours flight time in any one tour of duty.

1.5 A tour of duty already commenced in accordance with paragraph 1.3 of this sub-section may be extended to twelve (12) hours.

1.6 The flight time in a tour of duty already commenced in accordance with paragraph 1.4 of this sub-section may be extended to nine (9) hours.

1.7 Where extensions have been made in accordance with paragraph 1.5 of this sub-section a pilot shall receive a rest period on the ground of not less than:

(a) nine (9) consecutive hours which shall include the hours between 10.00 p.m. and 6.00 a.m. local time, plus one additional hour for each fifteen minutes or part thereof by which his tour of duty time exceeds eleven (11) hours; or

(b) ten (10) consecutive hours plus one additional hour for each fifteen (15) minutes or part thereof by which his tour of duty time exceeded eleven (11) hours.

1.8 Where extensions have been made in accordance with paragraph 1.6 of this sub-section a pilot shall receive a rest period on the ground of not less than:

(a) nine (9) consecutive hours which shall include the hours between 10 p.m. and 6 a.m. local time, plus one additional hour for each fifteen minutes or part thereof by which his flight time exceeded eight hours; or

(b) ten (10) consecutive hours plus one additional hour for each fifteen minutes or part thereof by which his flight time exceeded eight hours.

1.9 A tour of duty already commenced in accordance with paragraphs 1.3 and 1.4 of this sub-section exceeds twelve hours or the flight time exceeds nine hours the pilot shall have, at the completion of the tour of duty, a rest period of at least 24 consecutive hours.

1.10 Where a pilot has completed two consecutive tours of duty, the aggregate of which exceeds eight hours flight time or eleven hours duty time, and the intervening rest period is less than:

(a) twelve consecutive hours embracing the hours between 10 p.m. and 6 a.m. local time; or
24 consecutive hours, if not embracing the hours between 10 p.m. and 6 a.m. local time, he shall have a rest period on the ground of at least twelve consecutive hours embracing the hours between 10 p.m. and 6 p.m. local time or 24 consecutive hours, prior to commencing a further tour of duty.

1.11 Notwithstanding the provisions of paragraph 1.10 of this sub-section, when an aircraft is scheduled to arrive at such a time that the pilot would be free of duty not later than 10 p.m. local time and the aircraft is delayed beyond that time, the twelve hour rest period prescribed in paragraph 1.10 may be commenced up to 11 p.m. provided that the succeeding tour of duty does not exceed six hours.

1.12 A pilot shall not commence a flight and an operator shall not roster him for a flight unless during the seven days period terminating co-incident with the termination of the flight he has been relieved from all duty associated with his employment for at least one continuous period embracing the hours between 10 p.m. and 6 a.m. on two consecutive nights.

1.13 An operator shall not roster a pilot to fly when completion of the flight will result in the pilot exceeding 90 hours of duty of any nature associated with his employment in each fortnight standing alone. For the purpose of this paragraph, duties associated with a pilot's employment include reserve time at the airport, tour of duty, deadhead transportation, administrative duties and all forms of ground training. The operator shall designate the day on which the first of the fortnightly periods shall start.

1.14 A pilot shall not fly and an operator shall not roster him to fly as a flight crew member in excess of 900 hours in 365 consecutive days.

1.15 A pilot shall not fly and an operator shall not roster him to fly in excess of 100 hours in 30 consecutive days.

1.16 A pilot shall not fly and an operator shall not roster him to fly inclusive of deadheading on company aircraft in excess of 30 hours in 7 consecutive days.

*Additionally for rostering purposes, minimum rest periods as required by CAO 48 are to be increased by two hours at Melbourne and Sydney and wherever practicable, Adelaide (in consultation with ADL rostering representative) where it is the crew member's home base.

In the event of operational delays resulting in the extension of a duty period, the resulting minimum rest period required by CAO 48 is to be increased by one hour at Melbourne and Sydney in the case of a crew member in home base,

or

the minimum rest period required by CAO 48 may, at the Company’s sole discretion, be used (with no increase) if the crew is provided with approved accommodation as per clause 56.

Due to differing roster patterns, rest period extensions for home based crews in Adelaide will only be used after satisfactory consultation with the RexPC.

For the purposes of simulator duty the minimum rest periods as per CAO 48 will apply except that when assigned preparatory work, such as flight plans, manual load sheets etc, is required to be carried out during a pilots rest period for a second simulator session, the rest period shall be as per CAO 48 plus one hour.
40 RE-ALLOCATION OF ROSTERED DUTY AND COMPLETION OF DUTY

40.1 Intent

40.1.1 The intent of this clause 40 is to establish procedures and practices concerning duty changes from rostered duty, re-allocation and completion of duty. The procedures are intended to be used to overcome short-term operational problems as they arise cognisant of roster stability.

40.2 Duty Change

40.2.1 A pilot’s duty period may be changed from the pilot’s rostered duty period before or after sign on without consent for any of the following reasons:

(a) To complete a pilot’s rostered flight due to weather or mechanical breakdown of that pilot’s rostered service.

(b) Checking and Training - for a pilot who fails a check or is SOC (subject to operational clearance) due to postponement of a check may be reallocated duty as required by the Employer to facilitate a further check or remedial training.

(c) Where a duty change is notified to a pilot at least 14 days prior to the day to which the duty change relates

(d) Where a duty period change will extend a pilots actual Sign Off by not more than 60 minutes. The reallocated duty must be calculated on standard flight and turn around times including allowance for refueling, aircraft swaps and standard Sign Off. Mutual consent must be obtained prior to allocating any duty that is planned to extend an actual rostered sign off by more than 60 minutes.

(e) Where a pilot is rostered to deadhead on company service at the conclusion of a duty period, the pilots sign off time may be extended by 15 minutes in order to operate that service.

(f) A pilot whose rostered service(s) is cancelled shall be deemed to be re-allocatable to a newly rostered duty which may not commence before the original sign on and is to be completed no more than 60 minutes after the original rostered sign off in accordance with clause (d). Alternatively the pilot may be placed on a reserve period commencing 2 hours prior to the original sign on with any duty allocated to be completed no more than 60 minutes after original rostered sign off in accordance with clause (d).

A pilot whose duty is changed under the provisions of (b) and (c) shall be deemed to be re-allocatable to a newly rostered duty or reserve period.

A pilot’s new duty period may not commence prior to original rostered sign on except for (b) & (c) a reserve period (which may commence 2 hours earlier than the original sign on) or by mutual agreement.

40.2.2 A Pilot’s duty within a duty period may be changed before or after signing on for duty.

40.2.3 Mutual agreement must be obtained prior to being assigned a duty, which at the time it is specified, is known to be outside the provisions outlined in clause 40.2.1. A pilot may refuse a request to an assignment outside the scope of clause 40.2.1, but must complete the requested duty once accepted.

40.2.4 A pilot whose duty period is extended either before sign on, during or after sign off, in accordance with clause 40.2.1 or by mutual consent shall receive a payment of $75 (Captain)/$50 (First Officer) per hour for the time a duty period is extended with a minimum payment of one hour. This allowance will increase by CPI annually commencing on 1 July 09.

In the case of a pilot who has accepted a tour of duty in accordance with clause 39.7 or 41.10...
the payment shall be at the rate specified in clause 39.7 with a one hour minimum.

A Pilot whose Duty Period is extended or changed in accordance with clause 40.2.1 (b), (c) or (e) is not entitled to this duty extension payment. A pilot whose Duty Period is extended in accordance with clause 40.2.1 (a) is not entitled to this duty extension payment unless the extension is caused by aircraft substitution for operational reasons not associated with the pilots rostered duty and the substitute aircraft is not available prior to scheduled departure time or arrival operating crew whichever is the later.

The method of calculating and administering such payments shall be agreed between the RexPC and the company

40.2.5 A pilot whose duty has been cancelled for reasons other than those in 40.2.1 may be placed on reserve commencing 2 hours prior to original sign on (provided rest period allows) and duty to be completed no later than 60 minutes after the original rostered sign off unless by mutual consent in accordance with clause 40.2.1 (d) unless by mutual consent.

40.3 Change of Duty within a Tour of Duty

A Pilot’s duty within a tour of duty may be changed without mutual consent provided the sign-on and sign-off times are not extended.

40.4 Completion of duty

A pilot who has signed on for a tour of duty may be required, as a result of operational delays, to extend that tour of duty to complete the pilot’s roster or re-allocated duty.

40.5 Use and call out of re-allocatable or reserve pilots

40.5.1 A re-allocatable or reserve pilot will be called in for duty in preference to extending the duty of a pilot whom has already commenced a tour of duty, providing that the calling in of a re-assignable or reserve pilot will not cause a delay or further delay or disrupt any of the Employer's services.

40.5.2 A pilot who is called in will be regarded as having a rostered duty period upon being notified of the nominated duties.

40.6 Interrelationship

This clause 40 is subject to other provisions in this Agreement, and will not affect the pilot’s subsequent rostered duty periods, except as provided for in the Civil Aviation Orders.

41 RECREATION LEAVE

41.1 A pilot will be entitled to thirty (30) individual working days (six weeks) recreation leave on full salary for each completed year of service, with a right to take two (2) designated days free of duty immediately before or after or one day immediately before and one day immediately after such leave period.

41.2 Normally leave will be granted and will be taken when it falls due every twelve (12) months from the date on which it falls due or alternatively fifteen (15) months from the date of commencement of the preceding period of leave unless mutually agreed to defer.

41.3 On 1 March each year or an alternative date agreed by the RexPC, the Employer will give written notice to all pilots of an intention to compile on an agreed basis a leave roster to commence on 1 July (or an alternative date agreed by the RexPC and advise all pilots to make leave applications in writing before 14th April to compile such a roster. Pilots will be required to apply for a minimum period of twenty-five (25) day’s leave, for up to five periods in multiples of five days (one week). A pilot may take up to five working days on an ad-hoc basis and can carry the five days into the next year. Pilots not applying for leave (with exception of the five-day period) under this clause 41.3 may have leave allocated to the roster by the Employer.
Leave applications received by the due date shall be considered for peak holiday periods in an equitable fashion, (currently a weighted rotational seniority system). In allocating leave considerations shall include – seniority, previous peak allocations, the number of peak weeks requested, size of requested blocks, number of requested blocks, personal priority in blocks, specific personal requests, partner leave etc. Initially each pilot’s 1st preference for their first 4 weeks shall be considered then their remaining preferences. Excess accruals are allocated after all individuals have had their min 5wks allocated. The RexPC will work with the Company to improve the allocation system through the term of this agreement.

The Employer will consider leave applications and will promulgate by 1 June each year a leave roster by way of an Administration Memo. Pilots will be allowed the following thirty (30) days to apply for variation of their designated leave periods, otherwise the leave roster once promulgated will not be altered except by agreement with the RexPC, or in the case of a pilot’s change of status, equipment or base leaving the Employer unable to crew existing schedules, in which case amended leave will be mutually agreed between the Employer and the pilot.

Pilots employed after the closing date for leave bids will be allocated leave within the available slots in the leave roster on an equitable basis. This may result in leave allocation during training. The company recognises that during recreation leave a pilot is not required to study and will ensure adequate study days are rostered at the conclusion of such leave.

Pilots will receive a recreation leave loading for each completed year of service calculated as follows:

\[ \text{Annual salary divided by 13 x 0.175} \]

The recreation leave loading will be paid on a pro-rata basis whenever the pilot takes recreation leave.

On termination of employment a pilot will be paid fully in lieu of recreation leave:

1. For all untaken recreation leave entitlements that have fallen due in relation to any completed years of service in accordance with clause 41.1, and the loading specified in clause 41.7 for each completed year of service; and

2. For the balance of the employment period, or for the whole period where it has been less than one completed year, at the rate of 1/365 of the entitlement in clause 41.1 for each completed day of employment in respect of which recreation leave has not been granted. This entitlement will not be offset against any monies which may be owing by the pilot to the Employer, except in relation to a failure to fulfil an obligation under clause 8.5.

The Employer will not be entitled to recall a pilot from recreation leave or an RDO within a recreation leave week except by mutual agreement between the Employer and the pilot. Where a pilot is so recalled the pilot will be granted two (2) days in lieu in place of each such day and may elect to add such additional entitlements to the balance of the interrupted recreation leave period. Alternatively the pilot may elect to forgo the two days in lieu and be paid in accordance with Clause 39.7.

Where a pilot becomes seriously ill during recreation leave, for a period of not less than five (5) working day equivalents the duration of such illness will be counted as sick leave to the extent that the pilot has credited sick leave. Providing that the Employer will be advised as soon as practicable after the commencement of the illness and produces evidence of the illness to the Employer within seven days of return to duty, and provided that such proof must be in the form of a certificate from a duly qualified medical practitioner. Every consideration will be given to granting the equivalent substitute recreation leave in the manner requested by the pilot.

**REST FACILITIES**

Where in any tour of duty there is a rostered break of four (4) hours or more between successive flights, adequate pilot rest facilities with access to horizontal rest at appropriate accommodation will be provided. Where delays or cancellations result in a foreseeable 4
hour break the provisions of this clause shall apply. Where rest facilities are not provided a pilot shall be entitled to a payment of Hard Lying Allowance in accordance with clause 56.4 of the agreement.

43 ROSTERING

43.1 Intent

It is the intent of this clause 43 that rosters are established to provide stability to pilots in their working environment.

43.2 Unless altered by mutual agreement between the Employer and a majority of the pilot group, rosters of pilot duty will be compiled to cover twenty-eight (28) day periods and will be promulgated in writing and electronically accessible not less than seven (7) days prior to the commencement of the roster period.

43.3 Each roster will specify in detail each pilot's designated days off, duty days and duty periods, reserve duty days and periods designated free of all duty and leave periods.

43.4 A pilot's designated day free of all duty may only be altered with the mutual agreement of the pilot and the Employer.

43.5 The Employer will provide for pilot participation in rostering matters to ensure the most mutually favourable rostering and working conditions.

43.6 The rostering representative(s) will meet each month or as agreed with a nominated representative of management to deal with matters and endeavour to resolve any problems relating to the rostering of pilots.

43.7 A copy of the complete roster will be promulgated on the pilots' notice board prior to the commencement of the roster period.

43.8 All alterations to rostered duty within the next forty-eight (48) hours will be advised by the fastest means of communication to the pilot or pilots concerned followed by confirmation in writing.

43.9 Exchange of flying and/or day to day flights between pilots may be granted upon request of pilots concerned, provided that a pilot's ability to complete their subsequent flying within the roster period should not be reduced thereby.

43.10 Every endeavour will be made to keep a pilot in their (designated) rostered duty period.

43.11 A change to rostered duty period may be made by mutual agreement of the pilot and the Employer. A pilot may refuse a Company request for such a change, but must complete the requested duty once accepted.

44 SIMULATOR

44.1 A pilot will be given as much notice as possible of a session in the flight simulator. However:

44.1.1 If the session is for the pilot's own check then the minimum notice will be seven (7) days.

44.1.2 If the person is to act only in the capacity of support pilot, then every endeavour will be made to provide seven (7) days notice and minimum notice will be twenty four (24) hours excepting where a pilot has been rostered on simulator reserve, where notice will be 2 hours. A pilot may only be rostered a simulator reserve duty, or duties, within any one continuous 14 day period unless otherwise agreed and may not be rostered for simulator reserve for at least 42 days after the last simulator reserve duty in the 14 day period.

44.1.3 Should a pilot be unable to be present for a simulator session, then a pilot on “Sim Reserve” or normal “Reserve” may be used. Preference will be for a pilot who has either been rostered for
a check within the next seven (7) days or, has just completed a check within the preceding fourteen (14) days.

44.1.4 The performance of a support pilot not under check in clause 44.1.2 and 44.1.3 above will not be assessed.

44.1.5 The period of notice specified in clauses 44.1.1 and 44.1.2 may be reduced only with the pilot’s approval or, where cancellation of a property checked flight or training period has been followed by a re-scheduling for a later date advised to the pilot.

44.2 Every endeavour will be made to conduct simulator-training sessions during the hours of 0500 and 2300 local time. However, duty times for simulator check sessions will be between 0500 and 2300 local time. A pilot can by mutual agreement conduct a check session in the period 2300 and 0500 local time. A pilot shall be rostered a minimum 12 hour rest period prior to first simulator session duty. Wherever possible a pilot shall be rostered an RDO or a duty of no more than 6 hours immediately preceding a sim check. This can be varied by mutual agreement.

44.3 The following additional conditions will apply:

44.3.1 Syllabi for training sessions will be promulgated such that the pilots will be able to prepare for specific simulator sessions and that support pilots called from “Reserve” are aware of specific simulator details.

44.3.2 Each Flight station of the simulator will be manned during a simulator session.

44.3.3 A simulator duty period will be regarded as duty and the limitations of Civil Aviation Orders Part 48 will apply thereto, except that:

44.3.4 No other duties, with the exception of those listed herein will be undertaken in the same duty period as any simulator duty.

44.3.5 A pilot will not be scheduled to undertake more than four (4) hours’ simulator training and or checking on any one calendar day.

44.3.6 A break of twenty (20) minutes will be allowed at the completion of approximately one hour and fifty minutes (1:50) in the simulator, when such a break is to be followed by further simulator duty, unless the session is a line orientated exercise (LOE) session. The break may be reduced by mutual agreement with check captain and both pilots under check.

44.3.7 The provisions of clauses 39.5 and 39.6 will be respected when rostering a pilot for simulator checks.

44.3.8 A pilot who fails any simulator check (not involving initial endorsement) will be offered remedial training, followed by a further check in accordance with clause 23.11.

44.3.9 During the initial introduction of the simulator, some training input may be required by the instructor to assist a pilot to adapt to the simulator. This input will be at the discretion of the instructor.

44.3.10 No check or check and training pilot will occupy a flight station in the simulator except:

- for ab initio endorsement training;
- whilst that pilot is under check;
- by mutual agreement of pilot under check;
- for the purpose of constructing and testing flight sequences; or
- upgrade training.
44.3.11 Where duty travel is required after the completion of a simulator session, due regard will be given to expediting such travel on the first available aircraft.

44.3.12 Where a pilot in the course of their employment is required by the Employer to undertake any local travel by means of using taxicab or public transport, they may elect to pay their fares en route, and in such cases, the Employer will reimburse the pilot for all reasonable expenses incurred by them in such travel.

44.3.13 All travel arrangements, including accommodation, will be made by the Employer prior to the departure of the pilot from their home base and all such arrangements will be known to the pilot prior to such departure.

44.3.14 A line pilot will not be required to occupy a flight station other than that for which they are normally employed to occupy.

44.3.15 All pilots attending simulator training will be paid DTA in accordance with clause 57 of this Agreement.

45 SECTOR LIMITATIONS

A pilot will not operate more than nine (9) sectors in any duty period except where the rest period prior to the commencement of the succeeding duty period is less than eleven (11) hours, at other than home base then the pilot will not operate more than six (6) sectors in that duty period. All deadhead travel will count as sectors flown for the purpose of this clause.

46 LEAVE FOR JURY SERVICE

46.1 A pilot who is required to attend for jury service during normal duty time will be reimbursed an amount equal to the difference between the amount paid in respect to the attendance for such jury service and the amount of salary normally received.

46.2 A pilot will notify the Employer as soon as possible of the date the pilot is required to attend for jury service.

46.3 A pilot will furnish proof of attendance for jury service, the duration of such attendance and the total remuneration received within two (2) working days following a return to work from jury service.

47 LONG SERVICE LEAVE

47.1 Long service leave will be granted and taken in accordance with the State or Territory legislation in force from time to time in the State or Territory in which the employee is based at the time of the benefit falling due. Except that in all cases, a pilot shall receive a pro-rata entitlement to all LSL after no more than 10 yrs of service.

47.2 The Employer will make available to each pilot a copy of the procedures and rules governing application for, taking of and payment for long service leave.

47.3 Where available a pilot may elect to take his long service leave at half pay for a nominated period. For each day taken as such payroll will deduct from accrued leave one half day.

48 PERSONAL LEAVE

48.1 Amount of personal leave

48.1.1 Paid personal leave is available to a pilot when the pilot is absent due to:

- Personal illness or injury (sick leave); or
• For the purposes of caring for an immediate family or household member that is sick and requires the pilot’s care and support (carer’s leave).

48.1.2 The amount of personal leave to which a pilot is entitled depends on how long they have worked for the employer and accrues as follows:

<table>
<thead>
<tr>
<th>Length of time worked for the employer</th>
<th>Personal leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>On date of appointment</td>
<td>5 working days</td>
</tr>
<tr>
<td>On completion of six (6) months</td>
<td>5 working days</td>
</tr>
<tr>
<td>On completion of twelve (12) months</td>
<td>10 working days</td>
</tr>
<tr>
<td>On completion of each additional (12) twelve months</td>
<td>15 working days</td>
</tr>
</tbody>
</table>

48.2 Part time pilots accrue personal leave on a pro rata basis

48.3 Personal leave may be taken to the full extent of unused personal leave, subject to the terms of clause 48.6.

48.4 Days taken as sick leave or carer’s leave will be debited against the balance of personal leave remaining.

48.5 Personal leave is cumulative

48.6 Sick leave

48.6.1 A pilot who is suffering from a personal illness or injury will at any time be entitled, without deduction of salary, to be absent from work on sick leave to the extent of their sick leave credits which will accumulate as provided for in clauses 48.1.2 and 48.5.

48.6.2 A pilot who has commenced a period of duty and is subsequently unable to complete such duty due to illness will incur a loss of one half of one day’s paid personal leave entitlement.

48.6.3 In addition to the entitlements under clause 48.1.2, a pilot will be granted up to six days without deduction of salary each year for sickness associated with URTI. Such leave entitlements will be non-cumulative and notifications of such absences may be required to be supported by the production of specific medical certificates. The requirement for a pilot to produce a medical certificate must be determined on a case by case basis and notified to the pilot prior to the next URTI leave application.

48.6.4 There is no entitlement to paid leave of absence for any period the employee is receiving worker’s compensation payments.

48.6.5 The pilot will, as soon as reasonably practicable, inform the employer of their inability to attend for duty and state the nature of the injury or illness and the estimated duration of the absence.

48.6.6 A pilot who has exhausted their accumulated sick leave credits as prescribed in clause 48.1.2 of this clause but who would otherwise qualify for further paid sick leave may be granted additional leave on half pay for not more than 90 working days in any year of service.

48.6.7 Subject to clauses 48.6.1 and 48.6.5, a certificate from a duly qualified medical practitioner will support an application for paid personal leave.

48.6.8 An employer will grant paid sick leave to a pilot on the ground of illness without production of a medical certificate to the extent of four days in the aggregate in any year of service. Irrespective of the requirement to produce a medical certificate a pilot taking personal leave on the grounds of illness will fill out a company leave application form for every period of leave. Failure to do so without extenuating circumstances may lead to the company placing the pilot on LWOP. The company will not deduct any day as LWOP for failing to provide a leave form
until the pilot has returned to work for at least 4 working days.

48.6.9 A pilot who has been granted paid sick leave for an illness or injury in respect of which they have consulted a medical practitioner will remain on such leave subject to their entitlements from time to time, until such time as they are deemed to be medically fit in accordance with the relevant CAO's and/or CAR's to resume flying.

48.7 Carer’s leave

48.7.1 A pilot is entitled to use personal leave to care for members of the pilot's immediate family or household who are sick or injured or affected by an unexpected emergency and require care and support. This entitlement is subject to the pilot being responsible for the care and support of the person concerned. In normal circumstances a pilot is not entitled to take carer’s leave where another person has taken leave to care for the same person.

48.7.2 Notice required

(a) The pilot will, as soon as reasonably practicable, inform the employer of their inability to attend for duty.

(b) The notice must include:

- the name of the person requiring care and support and the relationship to the pilot;
- the reasons for taking such leave; and
- the estimated length of absence.

(c) If it is not practicable for the pilot to give prior notice of absence, the pilot must notify the employer by telephone at the first opportunity.

(d) Evidence supporting the claim

The pilot must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

(e) Unpaid leave

A pilot may take unpaid carer’s leave by agreement with the employer.

Pilots are entitled to unpaid carer’s leave in accordance with the Fair Work Act 2009.

48.8 BEREAVEMENT LEAVE

In addition to all other Personal Leave a pilot will be entitled to up to three days’ leave including traveling time without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the pilot's spouse, (including the de facto wife or husband with whom the pilot is living), father, mother (including foster/step-parents), sister, brother, child, step-child or parents-in-law. Additionally a pilot will be entitled to one (1) days leave without loss of pay on each occasion, and on production of satisfactory evidence, of the death of a maternal or paternal grandparent.

49 PARENTAL LEAVE

Subject to the terms of this clause Employees are entitled to maternity, paternity and adoption leave in connection with the birth or adoption of a child.

49.1 Definitions
For the purpose of this clause child means a child of the Pilot under the age of one (1) year except for adoption of a child where 'child' means a person under the age of five (5) years who is placed with the Pilot for the purposes of adoption, other than a child or step-child of the Pilot or of the spouse of the Pilot or a child who has previously lived continuously with the Pilot for a period of six (6) months or more.

49.2. Basic entitlement

49.2.1 Subject to the provisions of sub clauses 49.3.1 and 49.3.4, Parents are entitled to a combined total of one hundred four (104) weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

49.2.2 Parental leave is to be available to only one (1) parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

49.2.2.1 For maternity and paternity leave, an unbroken period of one (1) week at the time of the birth of the child;

49.2.2.2 For adoption leave, an unbroken period of up to three (3) weeks at the time of placement of the child.

49.2.3 A Pilot can extend the total period of parental leave to a maximum of 100 weeks after the birth date of the child. This entitlement is not effected by the date that the Pilot actually commenced parental leave.

49.2.4 Subject to availability, and agreement between Rex and the Pilot concerned, a Pilot on unpaid parental leave can perform non flying duties with Rex during a period of parental leave, without reducing their leave entitlement.

49.3. Maternity leave

49.3.1 A Pilot on maternity leave is entitled to six weeks paid leave, which is payable at the commencement of the leave

49.3.1.1 A Pilot may choose to have the entitlement in 49.3.1 paid at half the rate for twice the length of the period prescribed.

49.3.1.2 Subject to 49.3.4, a Pilot must provide notice to the Employer in advance of the expected date of commencement of parental leave. The notice requirements are:

49.3.1.3 Of the expected confinement date included in a certificate from a registered medical practitioner stating the Employee is pregnant and the expected date of confinement - at least sixteen (16) weeks prior;

49.3.1.4 Of the date which the Employee proposes to commence maternity leave, and the period of leave to be taken - at least four (4) weeks prior

49.3.2 When the Employee gives notice under sub-clause 49.3.1.1 the Employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she must not engage in any conduct inconsistent with her contract of employment.

49.3.3 A Pilot is not in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
49.3.4 A Pilot must commence maternity leave no later than twelve (12) weeks immediately prior to the expected date of birth.

49.3.5 Where the pregnancy of a Pilot terminates after twenty eight (28) weeks and the Pilot has not commenced maternity leave, the Pilot may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary.

49.3.6 Except that where a Pilot is suffering from an illness not related to the direct consequences of the birth, a Pilot may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

49.3.7 Where leave is granted under sub-clauses 49.3.5 and 49.3.6, during the period of leave a Pilot may return to work at any time, as agreed between the Employer and the Pilot. Provided that time does not exceed four (4) weeks from the re-commencement date desired by the Pilot.

49.4. Paternity leave

49.4.1. Paternity leave may be taken in one (1) or two (2) periods.

49.4.2. A Pilot must provide to the Employer at least ten (10) weeks prior to each proposed period of paternity leave, with:

49.4.2.1 A certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected dated of confinement, or states the date on which the birth took place; and

49.4.2.2 Written notification of the dates on which he proposes to start and finish the period of paternity leave; and

49.4.2.3 A statutory declaration stating:

- he must take that period of paternity leave to become the primary care-giver of a child;
- particulars of any period of maternity leave sought or taken by his spouse; and
- that for the period of paternity leave he must not engage in any conduct inconsistent with his contract of employment.

49.4.3. The Employee will not be in breach of sub-clause 49.4.2 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

49.5. Adoption leave

49.5.1. Adoption leave may be taken in one (1) or two (2) periods.

49.5.2. The Pilot must notify the Employer at least ten (10) weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. A Pilot may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the Pilot, the adoption of a child takes place earlier.

49.5.3. Before commencing adoption leave, a Pilot must provide the Employer with a statutory declaration stating:
- the Pilot is seeking adoption leave to become the primary caregiver of the child;
- particulars of any period of adoption leave sought or taken by the Pilot's spouse; and
- that for the period of adoption leave the Pilot must not engage in any conduct inconsistent with their contract of employment.

49.5.4. An Employer may require a Pilot to provide confirmation from the appropriate government authority of the placement.

49.5.5. Where the placement of a child for adoption with a Pilot does not proceed or continue, the Pilot must notify the Employer immediately and the Employer must nominate a time not exceeding four weeks from receipt of notification for the Pilot's return to work.

49.5.6. A Pilot will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

49.5.7. An Employee seeking to adopt a child is entitled to take unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Pilot and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Pilot is entitled to take up to two (2) days unpaid leave. Where paid leave is available to the Pilot the Employer may require the Employee to take such paid leave instead.

49.6. Variation of period of parental leave

49.6.1. Provided that the maximum period of parental leave does not exceed the period provided for in 49.2.1 a Pilot may apply to the Employer to change the period of parental leave on one occasion or on more than one occasion if the Employer agrees.

49.6.2. The Pilot must give at least fourteen (14) days written notice to the Employer of the period by which the leave is to be extended.

49.6.3. The period of parental leave may, with the consent of the Employer be shortened by the Pilot giving at least fourteen (14) days written notice of the period by which the leave is to be shortened.

49.7. Parental leave and other entitlements

49.7.1 A Pilot may in lieu of, or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding the total period of parental leave taken.

49.7.2 The Employer must pay its own contribution to superannuation for a maximum of one hundred four (104) weeks from the date of commencement of family leave. Where the total absence from duty due to family leave exceeds one hundred four (104) weeks, the Pilot must pay both their own and the Employer's contributions to superannuation.

49.8. Transfer to a safe job

49.8.1 Where a Pilot is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Pilot make it inadvisable for the Pilot to continue at her present work, the Pilot must, if the
Employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

49.8.2 If the transfer to a safe job is not practicable, the Pilot may elect, or the Employer may require the Pilot to commence parental leave.

49.9. Returning to work after a period of parental leave

49.9.1 A Pilot must notify the Employer of their intention to return to work after a period of parental leave at least eight (8) weeks prior to the expiration of the leave.

49.9.2 A Pilot must be entitled to their position and classification that existed immediately before proceeding on parental leave. In the case of a Pilot transferred to a safe job pursuant to 49.8, the Pilot must be entitled to return to the position they held immediately before such transfer.

49.9.3 Where such position no longer exists but there are other positions available which the Pilot is qualified for and is capable of performing, the Pilot is entitled to a position as nearly comparable in status and pay to that of their former position.

49.9.4 A Pilot taking parental leave may apply for advertised vacancies whilst on leave. Provided the Pilot is available to take up any resultant appointment or training on the nominated date(s) at the recommencement of duty.

49.10. Replacement Pilots

49.10.1 A replacement Pilot is a Pilot specifically engaged or temporarily promoted or transferred, as a result of a Pilot proceeding on parental leave.

49.10.2 A replacement Pilot must be informed of the temporary nature of the employment and of the rights of the Pilot who is being replaced.

50 TRANSFERS - PERMANENT

50.1 Subject to clause 50.2, a “permanent transfer” means the transfer of a pilot from one home base to another where the period of the transfer is expressed prior to the transfer to be in excess of one hundred and eighty (180) calendar days.

50.2 The Employer and a pilot may agree to a temporary transfer of more than 180 calendar days’ duration, in which case clause 51 shall apply.

50.3 Transfers at Pilot Expense

50.3.1 Except as provided in clause 50.4.1, pilots transferring from one base to another as a result of a successful request for transfer will bear their own expenses. The Employer will provide confirmed travel arrangements on its services and the time of travel will be determined by mutual agreement.

50.3.2 Pilots making mutual transfers with the approval of the Employer will bear their own expenses and be provided with space available travel on Employer services for themselves and dependant members of their families. The company will where possible afford the transferring pilot assistance with travel to the new base whilst the pilot arranges suitable accommodation.

50.3.3 A pilot transferring permanently to another base will be released from the former base in sufficient time to effect the transfer. The period of time will be established by the Chief Pilot and will not normally exceed four working days plus additional DDO’s where available and mutually agreed.

50.4 Transfers at Employer Expense
50.4.1 A pilot transferred by Employer direction will be entitled to receive payment from the Employer for reasonable expenses incurred for the removal of self, spouse and dependant children under age 21, and their furniture, possessions and personal effects from one permanent base to another permanent base, as approved by the Employer.

50.4.2 When special circumstances arise, pilots may be allowed additional expenses subject to the approval of the Employer.

50.4.3 Where a pilot is transferred to a new home base the Employer will provide appropriate accommodation (as provided for in clause 56) until the pilot is able to obtain suitable permanent accommodation. The provision of such accommodation will be limited to a period of up to two weeks.

50.4.4 A pilot will be given reasonable written notice by the Employer (at least 28 days) of an intended permanent transfer and the associated date of transfer.

50.4.5 A pilot who is permanently transferred will be granted such period of time as the pilot requires up to a maximum of five (5) days free of all duty upon arrival on the new base to attend to personal matters arising from being so transferred. Provided that designated days free of all duty prescribed in clause 43 of this Agreement will not be used to meet the requirements of this clause.

51 TRANSFERS - TEMPORARY

51.1 A transfer or transfers shall be taken to be temporary where the number of days spent on temporary transfer in any twelve (12) calendar months will not exceed one hundred and eighty (180) days, or such longer period as may be agreed between the pilot and the Employer.

51.2 A pilot who is to be temporarily transferred will be notified as soon as possible in advance, but unless the pilot consents to less notice, this will in no case be later than forty-eight (48) hours prior to the scheduled departure from home base to commence such transfer provided that a pilot whose child is due to be born will not be required by the Employer to operate away from home base during the four (4) week period immediately preceding the anticipated confinement of the spouse and during the four (4) week period immediately following the birth of the child.

51.3 Until such time as agreed alternative accommodation becomes available the provisions of clause 56 will apply to a pilot on temporary transfer. Such agreed alternative accommodation will be provided at the Employer's cost.

51.4 Where the temporary transfer is to be for a period in excess of 28 days the Employer will provide travel for the pilot's spouse and each dependant child as defined to join the pilot when the agreed alternative accommodation is occupied by the pilot. Where agreed alternative accommodation has not been found within 28 days of the commencement of the temporary transfer and provided the unexpired period of transfer is at least a further 28 days, the spouse and each of the pilot's dependant children will be entitled to travel and accommodation at the Employer's cost.

51.5 In the case of a temporary transfer a pilot will be reimbursed any actual reasonable personal expense as a result of such transfer away from home base.

51.6 If a pilot on temporary transfer encounters special or unforeseen circumstances affecting the adequacy of either expense arrangements or the terms of transfer, the pilot will be allowed additional expenses, subject to the approval of the Employer, and either the pilot or the Employer may raise for attention any inadequacy of terms of the transfer.

52 UNIFORMS

52.1 The Employer will provide the pilot with the necessary uniform for both summer and winter use and will from time to time replace the same as may be necessary as a result of fair wear and tear on duty. A pilot will wear the uniform at all times whilst on duty and will keep it in good order and condition, and will at their own cost replace it if such replacement will become
necessary otherwise than as a result of fair wear and tear whilst on or travelling to or from duty.

52.2 The Employer will confer with representatives of the pilots on any suggested changes to uniforms and necessary changes will be made by mutual agreement. Pilot uniforms will not be manufactured from high fire-risk material, and may include such items as a tunic, trousers, shirt, tie, (subject to climatic conditions), raincoat, jumper or cardigan, top coat, cap and sundry uniform insignia, and where the Employer prescribes other items of a particular type or colour, includes such items as are prescribed.

52.3 A pilot who is required to travel to another base for uniform fittings will be provided with positive space travel on a day free of rostered duty (other than a designated day off). The Employer will provide return transport between the airport and the premises where required for the purpose of attending uniform fittings.

52.4 The Employer will, in respect to the provision of shirts under clause 52.2, provide four shirts at pilot request each 12 months. Such shirts may be long or short sleeved at the choice of the pilot.

53 LOSS OF BAGGAGE

53.1 A pilot will be entitled to claim up to $1600 for loss or destruction of personal baggage whilst on a tour of duty. In addition the Employer will replace a pilot’s Navigation/Flight Bag and/or its contents if lost or destroyed whilst on a tour of duty.

53.2 Permanent loss is deemed to have occurred if such baggage has not been recovered within 40 days from the date of loss.

53.3 Any such entitlement will not apply to circumstances in which compensation is payable under the airline’s passenger liability provisions or if the loss is as a direct result of the pilot’s own actions.

53.4 The Employer will provide standard traveller’s baggage and personal effects insurance to the value of $2,000 for pilots travelling overseas under employer direction.

53.5 Where loss of personal baggage occurs to a pilot whilst away from base on Employer duty, the pilot will be reimbursed actual reasonable expenses incurred.

53.6 The Employer will provide crew baggage labels to pilots as requested.

53.7 Should payment be made and the baggage subsequently recovered the Employer will be entitled to reimbursement of the payment made.

The above allowances will increase by CPI annually commencing on 1 July 09

54 SUPERANNUATION

Superannuation will be paid in accordance with the Superannuation Guarantee Legislation and will include choice of fund.

55 LOSS OF LICENCE INSURANCE

55.1 In addition to all other remuneration prescribed by this Agreement the Employer will pay to each pilot an annual allowance of up to one thousand seven hundred and fifty dollars ($1750.00) to assist the pilot to hold adequate insurance against loss of licence. Reimbursement will not exceed the AAPMBF standard contribution rate for age joining under 40

55.2 Payment of the allowance prescribed in clause 55.1 of this clause will be made on the last date for payment of salary in April of each year on production by the pilot of proof of payment.

55.3 A pilot may claim entitlements in excess of $1400 for payments made in 2009 once this
agreement comes into affect. The Company shall pay such entitlements within 21 days of a claim being made.

55.4 A pilot may request that the Employer pay the allowance prescribed in clause 55.1 direct to the Australian Federation of Air Pilots’ Mutual Benefit Fund.

56 ACCOMMODATION

56.1 When a pilot in the course of their employment is absent on layover from their base, they will be provided by the Employer with appropriate accommodation (as defined in clause 3.3 of this Agreement).

56.2 To the extent possible, a list of approved places of accommodation will be compiled on the basis of mutual consultation between the Employer and the RexPC. The company agrees to investigate complaints received in writing regarding accommodation within 7 working days.

56.3 A party proposing a change to the existing accommodation will notify the other party of the proposal. If no agreement is reached, the parties seeking the changes may refer the proposal to the Disputes Settlement Procedure for determination and in such circumstances the existing arrangements will continue until the matter is determined.

56.4 On the layover where no appropriate accommodation (as defined in clause 3.3) is available, the Employer will provide the best accommodation available and the pilot will be entitled to a hard lying allowance of $85 per night. This allowance will increase by CPI annually commencing on 1 July 09.

56.5 If the Employer and a pilot agree, a pilot may arrange and pay for their own accommodation and meals, and the Employer will pay an allowance of $75 for capital city ports and $65 for all other ports and will be deemed to have discharged the obligations in this clause 56. In such cases the pilot will give at least 36 hours notice of intention to provide own accommodation to allow the company to cancel the original booking without penalty. This shall not apply where the pilot has been called out within the 36 hour period. This allowance will increase by CPI annually commencing on 1 July 09.

56.6 Notwithstanding the above, a pilot attending a ground school on initial employment in their designated home base is responsible for the provision of accommodation, at their own expense. A pilot allocated a base at other than that where the ground school is to be held will be provided with appropriate accommodation which may include serviced apartments (as agreed with the RexPC) whilst away from their home base.

57 DAILY TRAVEL ALLOWANCE

57.1 Pilots will be paid a Daily Travel Allowance (“DTA”) of $5.42 per hour for each hour of duty directly associated with flying duties. For the purposes of calculating the DTA, duty time is defined as those hours encompassed from sign on at home base to sign off at home base.

57.2 Where pilots are required to attend ground courses, conferences and other activities not defined as flying duties at the Employer’s direction, and at their home base, said pilots will be reimbursed all applicable meal expenses incurred as a direct result of attendance. No reimbursement will apply if a meal of an agreed standard is supplied by the Employer.

Reimbursement of meals will be at the following rates:

This meal allowance tabled below will increase by CPI annually commencing on 1 July 2010.

<table>
<thead>
<tr>
<th>Meal Period</th>
<th>Allowance Effective 24/07/08</th>
<th>Allowance Effective 1/07/09</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>$21.10</td>
<td>$21.63</td>
</tr>
<tr>
<td></td>
<td>Breakfast</td>
<td>Lunch</td>
</tr>
<tr>
<td>-------</td>
<td>-----------</td>
<td>-------</td>
</tr>
<tr>
<td>Lunch</td>
<td>$23.65</td>
<td>$24.24</td>
</tr>
<tr>
<td>Dinner</td>
<td>$40.65</td>
<td>$41.67</td>
</tr>
</tbody>
</table>

Meal allowances referred to above, where more than 30 minutes fall between:

<table>
<thead>
<tr>
<th></th>
<th>0630 - 0800</th>
<th>1200 - 1330</th>
<th>1800 - 2000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lunch</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dinner</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

57.3 At a base other than their home base, pilots will be reimbursed any reasonable expenses including meals (as defined in clause 57.2), incurred as a direct result of their attendance, and be provided accommodation in accordance with clause 56 of this Agreement.

57.4 At a base or place other than their home base, pilots will be paid DTA in accordance with clause 57.1 above, on those days where deadhead travel has been undertaken or flying duties have been conducted, immediately prior to or immediately after attendance inclusive of that time spent in attendance.

57.5 Where an entitlement to DTA exists no reimbursement for meals will apply during such period.

57.6 The hourly rate for the purposes of the DTA is calculated by dividing the daily rate specified in the Australian Public Service “SES - Travelling Allowance Determination” by 24.

57.7 When the Australian Public Service SES - Travelling Allowance Determination amount is varied, the DTA in this Agreement will be changed in accordance with the formula set out in clause 57.6.

58 PROVISION OF TRANSPORT

58.1 The company may provide a motor vehicle for the purpose of crew positioning to and from accommodation and eating facilities. A pilot who is unable or has reason not to operate or travel in the motor vehicle on the day shall advise Network Operations before Sign Off and shall be provided with a taxi or other transport appropriate at that port. In the case of a pilot who is unable to operate the motor vehicle, other transport will be provided if no other crew member can be found to operate the vehicle.

Pilots who at all times are unable to operate company motor vehicles are to make this known to Network Operations so as to facilitate transport arrangements.

Cars shall be fitted with air conditioning and, at ports where agreed by the RexPC, a GPS programmed to the safe route from airport to accommodation and return.

Cars are to be fully maintained by the company with regard to registration, fuel, water, tyre pressures and equipment required for local operation. The company must ensure all insurance and road service arrangements are contained in the vehicle.

58.2 No pilot will be required to use their private vehicle on the Employer business unless the pilot so agrees.

58.3 Where a pilot agrees to use their private vehicle for Employer purposes the pilot will be paid an
allowance as determined by the ATO Rates per Business Kilometres for an engine capacity of between 1601 cc and 2600 cc.

59 SIGN ON TIMES

59.1 The sign on times detailed in clause 3 of this Agreement will apply for all operations as appropriate.

59.2 Reduced Sign on period

59.2.1 A reduced sign on period of not less than thirty (30) minutes may be rostered for all flight duties and deadhead travel immediately preceding flight duties from non Capital City primary airports where assistance is provided as follows:

**Departure port assistance**

- Open aircraft and check for cleanliness
- Remove bungs / pitot covers and store equipment in designated positions
- Connect and start GPU (where available)
- De-ice aircraft at the request of the Captain or First officer
- Ensure re-fueller is present
- Fill and replace hot water urns and ensure catering placed on aircraft
- Activation of standard flight plans relevant for duty period
- Weather and NOTAM availability relevant for duty period.

59.3 This clause 59 will in no way remove the crew’s rights, as pilots in command, to delay a flight or flights departure time in order to satisfactorily complete the statutory pre-flight duty requirements as contained in the Employer's Operations Manual for the particular aircraft being operated, and those required in Civil Aviation Regulations (232, 233, 242, 244, 245 and 246).

60 SALARY PACKAGING

60.1 The Employer may, agree to enter into salary packaging arrangements where requested by a pilot to do so, subject to the following:

(a) Salary packaging for vehicles is normally only available to pilots with 5 years’ or more service with the Employer. For other FBT exempt benefits a pilot must have 12 months service;

(b) All costs associated with salary packaging, including administrative costs and taxes, are to be met from the salary of the participating pilot; and

(c) The value of the package, including costs and taxes, must be equal to the pre-package salary of the participating pilot. All super and % allowances shall be based upon the pilot’s original gross salary.

(d) Salary packaging may include but not limited to superannuation, vehicles, laptops certain base transfer costs dependant upon FBT legislation.

60.2 A report of reconciliation and a Letter of Agreement will be provided to the pilot on initiation of a Salary Packaging agreement, and at each subsequent anniversary of the pilot’s employment start date, outlining specific details of all the items included in the package, including the Employer’s and the pilot’s tax contribution.
61 NO EXTRA CLAIMS

61.1 The parties agree that up to the nominal expiry date of this Agreement:

(a) the Employees and the Unions will not pursue any extra claims relating to wages or changes in conditions of employment or any other matter related to the employment of the Employees, with the exception of clause 67 whether dealt with in the Agreement or not; and

(b) this Agreement covers all matters or claims that could otherwise be subject to protected action under the *Fair Work Act 2009* and its successors.

62 SALARIES

The following base salaries and additions will apply from the first pay period after the commencement of this Agreement and will be increased by 2% plus the 12 month CPI figure based on the weighted average of eight capital cities as at March of each applicable year and as published by the Australian Bureau of Statistics. (Where the CPI figure is negative no decrease in salary shall occur.) The increases will be effective annually on 1 July 2009, 5 July 2010 and 30 June 2011.

**SALARIES**

<table>
<thead>
<tr>
<th>Year of Service</th>
<th>First Officers to 30/6/09 Salary ($p.a)</th>
<th>First Officers from 1/7/09 2%plus 2.5%CPI Salary ($p.a)</th>
<th>Captains to 30/6/09 Salary ($p.a)</th>
<th>Captains from 1/7/09 2%plus 2.5%CPI Salary ($p.a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training salary</td>
<td>$30,847</td>
<td>$32,235</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>1st Year</td>
<td>$42,271</td>
<td>$44,173</td>
<td>$69,691</td>
<td>72,827</td>
</tr>
<tr>
<td>2nd Year</td>
<td>$45,013</td>
<td>$47,039</td>
<td>$71,976</td>
<td>75,215</td>
</tr>
<tr>
<td>3rd Year</td>
<td>$49,127</td>
<td>$51,338</td>
<td>$73,119</td>
<td>76,409</td>
</tr>
<tr>
<td>4th Year</td>
<td>$49,412</td>
<td>$51,636</td>
<td>$73,690</td>
<td>77,006</td>
</tr>
<tr>
<td>5th Year</td>
<td>$49,697</td>
<td>$51,933</td>
<td>$74,832</td>
<td>78,199</td>
</tr>
<tr>
<td>6th Year</td>
<td>$49,983</td>
<td>$52,232</td>
<td>$77,688</td>
<td>81,184</td>
</tr>
<tr>
<td>7th Year</td>
<td>$50,555</td>
<td>$52,830</td>
<td>$78,831</td>
<td>82,378</td>
</tr>
<tr>
<td>8th Year</td>
<td>$50,840</td>
<td>$53,128</td>
<td>$80,544</td>
<td>84,168</td>
</tr>
<tr>
<td>9th Year</td>
<td>$51,412</td>
<td>$53,726</td>
<td>$82,258</td>
<td>85,960</td>
</tr>
<tr>
<td>10th Year</td>
<td>$51,983</td>
<td>$54,322</td>
<td>$84,544</td>
<td>88,348</td>
</tr>
</tbody>
</table>

62.1 Any Transferring Employee (as defined in clause 3.40) will maintain their current base rates of pay and will be placed on the appropriate Grade and year of service rate. Where their current rate is higher than the applicable rate set out above, they will retain that higher rate by way of allowance until the allowance is absorbed by incremental progression to a higher rate on the
above scale or by way of salary increases to the substantive rate. No Transferring Employee will be financially disadvantaged in respect to their existing base salary rates as a result of the Agreement coming into force. Any “grandfathering” of rates of pay will be reviewed at the time this Agreement is renegotiated.

62.2 If a pilot receives a “grandfathered” rate of pay by virtue of clause 62.1, their “grandfathered” rate will be used for the purposes of any period of paid leave, payments in lieu of leave and superannuation.

63 **SALARIES - GENERAL PROVISION**

63.1 The training salary specified in clause 62 of this Agreement will apply to those pilots with less than ninety (90) days of service with the Employer and who have not been checked to line for operational flying duties.

63.2 At the expiry of ninety (90) days of service or on being checked to line (whichever occurs first) the pilot will be paid in accordance with the appropriate scale for first year of service.

64 **ADDITIONS TO SALARY**

64.1 In addition to the salaries specified in clause 62, the following payments will be made:

64.1.1 A Training Captain will receive a pro rata allowance each month equivalent to $14,500 p.a for each month that they are appointed to perform training duties.

64.1.2 A Check Captain Grade One will be paid an annual allowance of $20,000 p.a. The allowance will be paid in fortnightly instalments with salary.

64.1.3 A Check Captain Grade Two will be paid an annual allowance of $32,000 p.a. The allowance will be paid in fortnightly instalments with salary.

64.2 A Check Captain Grade three will be paid an annual allowance of $40,000 p.a. The allowance will be paid in fortnightly instalments with salary.

64.3 Pilots in receipt of additions pursuant to clause 64.1 will be required to remain current from the right hand seat of the aircraft and may be rostered as such

65 **ONE OFF PAYMENT**

In addition to the salaries specified in clause 62, fulltime and part-time pilots on payroll at the effective commencement date of this Agreement will be eligible to receive a one off payment calculated in the following manner;

The total extra cost of callout payments for both Captains and First Officers for the period 1 July 08 up to the effective commencement date of this Agreement that would have been paid under the conditions stated in this Agreement shall be calculated. This extra cost will then be divided by the total number of callout days for each pilot category (Capt/FO) to determine a fixed extra amount per callout. Each eligible pilot will receive this calculated amount multiplied by the number of callout days worked in their respective category (Capt/FO).

The total number of eligible callout days is the number of days that pilots, on payroll at the effective commencement date of this Agreement, have operated whilst on a Designated Day free of duty including Rostered Day Off, Day In Lieu, Non Working Days & Annual Leave.

Pilots who leave the company prior to the commencement of this agreement will not be eligible for payment under this clause. Exceptions are for retirement, redundancy, medical or compassionate circumstances who will receive their entitlement.

The RexPC shall participate in the calculation process.

Fulltime and part-time pilots on payroll at the effective commencement date of this Agreement
will be entitled to claim extension payments stated in clause 40.2.4 for the period 1 July 08 to the effective commencement date of this agreement. Instructions on how to claim will be provided by the company and claims will be paid as expeditiously as possible, preferably within 28 days.

66 ROSTERING SYSTEM

66.1 The RexPC will continue negotiations on the introduction of an improved system for rostering.

66.2 The negotiations referred to in 66.1 will have regard to the following:

(a) Improved work and lifestyle choices for the Employer’s pilots; and

(b) Improved efficiencies for the preparation and operation of rosters.

67 LEAVE RESERVED

Reduction of salary in return for extended paid leave.

68 BANK OF DAYS

68.1 The intent of the Bank of Days is to assist with the release of pilot representatives employed by REX under this agreement to participate and discuss issues affecting their employment relationship at REX.

68.2 Each pilot will forfeit one day’s recreation leave credit which shall be transferred to a Bank of Days. In addition pilots commencing employment subsequent to commencement of this agreement will forfeit one day’s annual leave at the time the first leave is credited and such deduction will be transferred to the Bank of Days. Forfeiting of leave will only occur on one occasion in each pilot’s period of employment.

68.3 The Bank of Days credit will be debited by one day for each day a pilot is released from duties to undertake discussions or representations on behalf of REX pilots.

• A pilot that operates flight duties on the same duty day as claimed for BOD will not be deducted a BOD credit.

• In the spirit of this and future agreements, Pilots attending agreement negotiations shall be deducted only half days for each day’s attendance.