



**Virgin Australia
Narrow Body Aircraft Pilots'
Enterprise Agreement 2024**

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PART 1 – AGREEMENT APPLICATION

1. TITLE

This agreement will be known as the *Virgin Australia Narrow Body Aircraft Pilots' Enterprise Agreement 2024* (**Agreement**).

2. PARTIES

2.1. The parties to this Agreement are:

- (a) Virgin Australia Airlines Pty Ltd (**Virgin Australia**);
- (b) the Australian Federation of Air Pilots (**AFAP**), subject to application being made by them in accordance with section 183 of the Fair Work Act to be covered by this Agreement;
- (c) the Transport Workers' Union of Australia (**TWU**), subject to application being made by them in accordance with section 183 of the Fair Work Act to be covered by this Agreement; and
- (d) all Pilots of Virgin Australia engaged in domestic and international flying on Narrow Body Aircraft including (but not limited to) the following:
 - (i) Check Captains;
 - (ii) Senior Training Captains;
 - (iii) Training Pilots;
 - (iv) Captains; and
 - (v) First Officers,(collectively, the **Pilots**),

(the **Parties**).

3. APPLICATION

- 3.1. This Agreement applies to Virgin Australia and the Pilots undertaking flying covered by this Agreement. This Agreement does not cover Pilots undertaking flying on Wide Body Aircraft.
- 3.2. This Agreement applies to the Parties in respect of Narrow Body Aircraft only. To avoid doubt, it applies to the Parties in respect of all Narrow Body Aircraft, irrespective of type. This Agreement does not cover Pilots covered by the *Virgin Australia Regional Airlines Pilots' Enterprise Agreement 2022* or its replacement.
- 3.3. This Agreement is a comprehensive agreement and replaces and excludes all other agreements and awards that might otherwise apply to the Pilots covered by this Agreement, including (but not limited to) the *Virgin Australia Narrow Body Aircraft Pilots' Enterprise Agreement 2021* and the *Air Pilots Award 2020*.
- 3.4. This Agreement does not exclude State laws dealing with occupational health and safety and workers' compensation.

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- 3.5. Virgin Australia will provide each Pilot with an electronic copy of this Agreement after the Commencement Date or initial employment and will ensure that an electronically synced version is available for Virgin Australia issued iPads (or equivalent device).
- 3.6. This Agreement is stand-alone and has been developed by the Parties to reflect and accommodate the specific circumstances of Virgin Australia.

4. DURATION AND IMPLEMENTATION ARRANGEMENTS

- 4.1. This Agreement commences at the start of the first full Roster Period occurring seven (7) days after approval by the Fair Work Commission (**Commencement Date**), subject to the following:
- (a) changes relating to the introduction of the following clauses will be implemented following the development of Virgin Australia systems required to support the change in these clauses but no later than three (3) full Roster Periods after the Commencement Date:
- (i) Daily Travel Allowance outlined in clause 31;
 - (ii) Overnight Daily Travel Allowance outlined in clause 46;
 - (iii) International Daily Travel Allowance in clause 47.
- (b) the following provisions require system changes and will be implemented following the development of Virgin Australia systems required to support the change:
- (i) clause 26.4: roster credit summary – until such time as the system changes are implemented to update roster credit summaries to reflect the new provisions of this Agreement, the existing roster credit summaries will continue to apply.
 - (ii) clause 38.438.3: Infringement of a DDO, Blank Day, Offline Day or Annual Leave Day – until such time as the system changes are implemented to facilitate this clause, Pilots will be paid the current infringement pay (a minimum of five (5) hours multiplied by the Productivity Rate).
 - (iii) clause 39.2: until such time as system changes are implemented, approved leave will be paid at the Productivity Rate rather than Base Hourly Rate when the total Credit hours accrued for the Roster Period exceed the Credit Hour Trigger.
 - (iv) Appendix 5: Multi-Ballot Annual Leave Bidding System - until such time as the changes are implemented, Appendix 4 – Single Ballot Annual Leave Bidding System will apply and the minimum annual leave slots available in each week of the annual leave ballot will be in accordance with clause 50.3(c).
 - (v) Appendix 1: Work Rules clauses that require system changes and CASA approval - until such time as the changes are implemented, the provisions of the Schedule 1 – Implementation Schedule of the *Virgin Australia Narrow Body Aircraft Pilots' Enterprise Agreement 2021* will continue to apply. In accordance with clause 19.4, Virgin Australia will issue an updated version of this Agreement to Pilots after making changes to the implementation of Work Rules in accordance with this clause.

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- (c) Virgin Australia will keep the AIC and Pilots updated about the timelines for implementation of provisions of this Agreement identified in this clause.

4.2. The nominal expiry date of this Agreement is 30 June 2027.

5. RENEGOTIATION

The parties agree to commence negotiations for a replacement agreement at least nine (9) months before the nominal expiry date of this Agreement. The negotiations will include any bargaining representatives at the time the negotiations are due to commence. Pilot representatives Rostered to attend the negotiations will be provided with travel, accommodation and allowances when meetings are not held in the Pilot's Home Base.

6. MANAGEMENT PILOTS

6.1. If a Management Pilot undertakes Flying Duties they will be given a position on the Group Date of Joining (**GDOJ**) List which is determined by their date of commencement of employment, or the date that the Management Pilot commenced Flying Duties if that is later.

6.2. While this Agreement does not apply to Management Pilots at Virgin Australia, Management Pilots will participate in the GDOJ List and are able to return to a Check, Training or Line Pilot position. Where this occurs, the Pilot will be bound by the terms and conditions of this Agreement and their position on the GDOJ List will be recognised for all purposes.

6.3. Management Pilots are eligible to bid for and be Awarded any Pilot position in accordance with the provisions of the promotion and base transfer system in accordance with the GDOJ List whilst employed under a management contract.

6.4. A Management Pilot may be Awarded a line flying position (rank, base, fleet) covered by this Agreement as follows:

- (a) the line position (rank, base, fleet) held at the time the Management Pilot transitioned to a management contract; or
- (b) the line position (rank, base, fleet) the Management Pilot held at the time of merging the relevant Pilot list into the GDOJ List; or
- (c) a line position (rank, base, fleet) Awarded during the tenure in management that the Management Pilot has bid for and has been Awarded in accordance with the GDOJ List and selection provisions of this Agreement; or
- (d) a line position (rank, base, fleet) commensurate with the Pilot's position on the GDOJ List.

6.5. Should a Management Pilot bid for and be Awarded, in accordance with seniority and the selection process, a different position (rank, base, fleet) during their tenure in a management role, the Management Pilot is not obligated to transition to that role if the currently held management position does not allow this. However, that role will be Awarded and should the Management Pilot subsequently relinquish their management role at a later date for any reason, they will be entitled to hold that position. The transition of the Management Pilot to a Line Pilot role will not result in the Displacement of an existing Pilot.

7. NO EXTRA CLAIMS

7.1. The Parties agree that this Agreement satisfies all claims of the Parties against each other.

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- 7.2. It is a term of this Agreement that the Parties will not support or advance any other or extra claims against each other for so long as this Agreement remains within its nominal term.
- 7.3. It is also a term of this Agreement that the Parties will not engage in any industrial action in support of or for the purpose of advancing any other or extra claims against each other for so long as this Agreement remains within its nominal term.

PART 2 – CONSULTATION

8. CONSULTATIVE COMMITTEES

8.1. Agreement Implementation Committee (AIC)

- (a) A committee comprising of Virgin Australia representatives and at least six (6) Pilot representatives (three (3) nominated by each Union) will meet at least every two (2) Roster Periods, or more frequently as agreed by the Parties, to oversee the implementation and application of this Agreement.
- (b) Virgin Australia will provide an update about the resource plan at each AIC meeting. Otherwise, agenda items and conduct of AIC meetings will be as agreed by the AIC. Virgin Australia will ensure that any action items arising from meetings of the AIC are documented and provided to AIC representatives in a timely way.
- (c) Where agreed by the Parties, the AIC may convene via teleconference and or videoconference. In the event the Parties cannot agree, individual AIC members may choose to participate via teleconference or videoconference.
- (d) Two of the AIC Pilot representatives (one AFAP/ one TWU) will be designated as hotel and accommodation (**HOTAC**) Pilot representatives to oversee and report to the AIC on the following matters:
- (i) standards of crew meals and accommodation;
 - (ii) hotel inspections; and
 - (iii) car parking and transport.
- (e) Additional HOTAC Pilot Representatives may be agreed by the AIC as required. Virgin Australia will not unreasonably withhold agreement.
- (f) The HOTAC Pilot Representatives will be Rostered reasonable additional administration time (for example, to perform hotel inspections) as agreed by the AIC as needed to perform their duties. Virgin Australia will not unreasonably withhold agreement.

8.2. General

- (a) Pilot representatives not on approved leave will be Rostered to attend or participate in all meetings of the AIC. AIC Pilot Representatives will be Rostered an Administration Duty (ADMIN) the day prior to the meeting (which may include travel) for the purpose of preparation for the meetings.

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- (b) All costs associated with Pilot representatives carrying out functions of the AIC will be met by Virgin Australia, including (but not limited to) travel, accommodation and allowances when meetings are required to be attended in person and are not held in the Pilot's Home Base.
 - (c) Officials from the Unions will be invited to attend and participate in meetings of the AIC. Union officials are in addition to the number of Pilot representatives referred to above.

9. CONSULTATION

9.1. For the purposes of this Agreement, consultation is a process that:

- (a) is aimed at getting individuals or groups to suggest or respond to proposals to be implemented without giving up management's right to make the final decision on these matters. It provides an opportunity to present a point of view, state an objection or provide an alternative to the proposed action; and
- (b) involves the timely exchange of relevant information so that the Parties have an actual and genuine opportunity to influence the outcome before a final decision is made.

9.2. Virgin Australia is not obliged to disclose confidential information during the consultative process. Where consultation in relation to a major change may involve the need to reveal commercial in confidence information, Virgin Australia may satisfy its consultation obligations by consulting directly with the AIC. Members of the AIC accept that in these circumstances they may be required to sign a non-disclosure agreement prior to the disclosure of such information.

9.3. Virgin Australia will consult with affected Pilots and their nominated representatives (through the AIC) about:

- (a) a major change that is likely to have a significant effect on Pilots; or
- (b) a change to the regular roster or ordinary hours of work of employees.

9.4. The process of consultation prior to a final decision being made will include:

- (a) the timely provision in writing of all relevant information including details of the change, the likely effects on Pilots, the reasons for the change or proposed change and, where relevant, a proposed implementation date;
- (b) discussion on measures to avert or mitigate any adverse effects on Pilots;
- (c) provision of reasonable resources, including work time, air travel, accommodation and allowances etc for Pilots to fully participate in the consultation process;
- (d) genuine consideration of Pilots' and their representatives' suggestions, ideas and contributions;
- (e) genuine opportunity for Pilots and their representatives to affect the matters that are the subject of consultation; and
- (f) genuine opportunity for Pilots and their representatives to reach agreement with Virgin Australia about the matters that are the subject of consultation.

9.5. As soon as a final decision has been made, Virgin Australia must notify the affected Pilots in writing and explain the effects of the decision.

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- 9.6. This notification in writing must include details about the final decision, the effects of the changes and an implementation date. The implementation date will not be earlier than 14 working days from the date of notification, unless safety concerns or unexpected or exceptional operational requirements beyond Virgin Australia's control demand otherwise. The notification will be signed by or under the hand of a senior Virgin Australia representative.
- 9.7. If, however, at the conclusion of this consultative process a Pilot (or a group of Pilots) have a concern about the matter/s that were the subject of consultation, they or their representative(s) have ten days in which to raise a concern via the Disputes Settlement Process in this Agreement. To avoid doubt, a concern about the matter(s) that were the subject of consultation includes a concern not only about the way in which consultation was carried out but a concern about the decision by Virgin Australia following the consultative process.
- 9.8. The Parties must act in good faith in relation to the consultation process provided in this clause 9.
- 9.9. While consultation is taking place, the Parties will respect the status quo.
- 9.10. In this clause:
- (a) "Good faith" includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious, vexatious or unfair conduct that undermines consultation;
 - (b) A "major change" is likely to have a significant effect on Pilots if it results in:
 - (i) the introduction of an aircraft type (by leasing, purchase or otherwise) other than those operated at the commencement of this Agreement;
 - (ii) the removal of or reduction of an aircraft type that has a direct impact on existing Pilot numbers in a Resource Group;
 - (iii) a major change to the composition, operation or size of Virgin Australia's workforce or to the skills required of Pilots;
 - (iv) changes to existing policies or the introduction of new policies that place additional responsibilities or duties on Pilots (for example, non-technical or behavioural or leadership responsibilities as opposed to those provided by their Pilot's licence);
 - (v) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (vi) the need to re-train Pilots;
 - (vii) the restructuring of jobs and/or a situation that may give rise to redundancies;
 - (viii) changes to the legal or operational structure of Virgin Australia or its business;
 - (ix) changes to the minimum selection criteria for roles covered by this Agreement (for example, changes to minimum flight hours requirements); or
 - (x) the integration of cadets into Virgin Australia.
- 9.11. From a timing perspective, changes to the minimum selection criteria for roles covered by this Agreement cannot be made unless a minimum six (6) week consultation period has occurred, unless otherwise agreed.

PART 3 – OPERATIONAL PROVISIONS

10. EMPLOYMENT TYPES

10.1. Pilots may be employed on a full-time, part-time, fixed task or maximum period basis. Pilots engaged on a fixed task or maximum period basis can only be employed for a maximum of 18 months, or a longer period agreed with the AIC.

10.2. Virgin Australia seeks to encourage a flexible working environment by enabling Pilots to access part-time work on the terms and conditions set out in clause 10.3 – Part-time Employment, clause 11 – Transition to Retirement and Appendix 2 – Part-Time Arrangements. These can only be changed by agreement of the AIC.

10.3. Part-time employment

(a) Subject to clause 11 – Transition to Retirement, Virgin Australia will make available part-time positions to full-time permanent Pilots at a minimum of 12% of full-time equivalent (**FTE**) Pilots in each Resource Group at the Commencement Date. This percentage will increase to 15% over the life of the Agreement from the start of the first full Roster Period after the following dates:

- (i) 13% from 30 June 2025;
- (ii) 14% from 30 June 2026; and
- (iii) 15% from 30 June 2027.

10.4. Temporary part-time

(a) Pilots can apply to access temporary part-time positions as per Appendix 2 – Part-Time Arrangements. For this purpose, there is a part-time waitlist. Subject to clause 10.4(d), the part-time arrangements available for a Pilot to nominate are PT50 and PT75.

(b) Temporary part-time positions will be Awarded based on date of application, but with priority given to Pilots for any of the reasons outlined in section 65 – Requests for Flexible Working Arrangements (as amended or updated) of the Fair Work Act, currently as follows:

- (i) a Pilot who is pregnant;
- (ii) a Pilot who is a parent, or has responsibility for the care, of a child who is school age or younger;
- (iii) a Pilot who is a carer (within the meaning of the Carer Recognition Act 2010);
- (iv) a Pilot who has a disability;
- (v) a Pilot who is experiencing family and domestic violence;
- (vi) a Pilot who provides care and support to a member of their immediate family, or a member of the Pilot's household, who requires care or support because the member is experiencing family and domestic violence; and/or

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- (vii) a Pilot who is 55 years of age or older.

Given access to the Transition to Retirement Scheme in clause 11, Pilots applying for the reasons in paragraphs 10.4(b)(i) to 10.4(b)(vi) have priority over Pilots applying for the reason outlined in paragraph 10.4(b)(vii).

- (c) Pilots will be required to provide evidence that satisfies Virgin Australia of their eligibility under this clause.
- (d) A Pilot who meets the criteria in clause 10.4(b) may apply for:
 - (i) either a PT-50 or PT-75 part-time arrangement as per Appendix 2 – Part-Time Arrangements; and
 - (ii) a Part-Time Flexi-Line in accordance with clause 12 – Flexi Line below.
- (e) A Pilot who does not meet the criteria in clause 10.4(b) but is nominating for a temporary part-time position for lifestyle reasons:
 - (i) may apply for a PT75 arrangement as per Appendix 2 – Part-Time Arrangements, but not a PT50 arrangement; and
 - (ii) will be ordered on the part-time waitlist below Pilots meeting the criteria in 10.4(b), and by date of application.
- (f) Nothing in this clause is intended to alter the current arrangements for Pilots on temporary part-time as at the Commencement Date.

10.5. **Permanent Part-Time**

Permanent part-time arrangements will only be offered in accordance with clause 11 - Transition to Retirement.

11. **TRANSITION TO RETIREMENT**

- 11.1. As a subset of the total part-time obligation under clause 10.3 - Part-Time Employment, Virgin Australia will make available a Transition to Retirement Scheme (**Scheme**). The purpose of the Scheme is to provide a mechanism for Pilots to transition to retirement by accessing a permanent part-time working arrangement, whilst allowing Virgin Australia to retain a Pilot's skills and knowledge during this period. For the purposes of this clause, retirement means retirement as a Pilot from the aviation industry. Only Pilots who are 55 years of age or older may access this Scheme.
- 11.2. Virgin Australia will make available permanent part-time positions at a minimum of the following FTE Pilots in each Resource Group (excluding Management Pilots):
 - (a) 5% from 30 June 2025;
 - (b) 6% from 30 June 2026; and
 - (c) 7% from 30 June 2027.
- 11.3. Virgin Australia will maintain a waitlist for permanent part-time where the order of award will be via the GDOJ List.

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- 11.4. Any proportion of the part-time percentage in clause 11.2 which is unused through permanent part-time employment will be reallocated to be used for temporary part-time under clause 10.4 in the same Resource Group.
- 11.5. Nothing in this clause is intended to alter the current arrangements for Pilots on permanent part-time at the Commencement Date. For clarity, a Pilot who is on a permanent part-time arrangement prior to the Commencement Date and meets the eligibility requirements of this clause may also access this Scheme.
- 11.6. A Pilot can access either a PT75 or PT50 rostering arrangement under this Scheme. Where a Pilot accesses PT50, they are permitted to select a four (4) weeks on, four (4) weeks off arrangement. These four week blocks will be split across Roster Periods. Virgin may determine which are the fixed four weeks on and four weeks off and notify the Pilot in writing prior to the commencement of the arrangement.
- 11.7. The effect of being Awarded a permanent part-time arrangement under the Scheme is that a Pilot's employment status will change from permanent full-time to permanent part-time in their Resource Group. All conditions which apply to part-time employment, including pro-rating full-time employment conditions, will apply to a Pilot on a Transition to Retirement arrangement.

12. FLEXI-LINE

- 12.1. "Eligible Pilots" who seek flexible working arrangements may make application to participate in the Flexi-Line.
- 12.2. Subject to the requirements of this clause, Eligible Pilots can nominate to be Rostered:
- (a) up to eight (8) fixed DDOs per Roster Period Monday to Friday (unless otherwise agreed in exceptional circumstances) and in a recurring pattern; and/or
 - (b) Limited Overnights per Roster Period.
- 12.3. The number of Eligible Pilots able to access fixed DDOs and/or Limited Overnights under this clause will be subject to caps determined by Virgin Australia from time to time. This includes Pilots on existing flexible working arrangements at the Commencement Date.
- 12.4. For the purposes of this clause:
- (a) "Limited Overnights" means a maximum total of four (4) nights away per Roster Period, excluding training duties; and
 - (b) "Eligible Pilot" means a Pilot:
 - (i) with at least 12 months continuous service with Virgin Australia at the time of applying under the Flexi-line; and
 - (ii) who meets the criteria in section 65 – Requests for Flexible Working Arrangements (as amended or replaced) of the Fair Work Act.
 - (c) A Pilot who is subject to an existing flexible working arrangement may apply for Flexi-Line provided they agree to relinquish their current flexible working arrangement should the application for Flexi-Line be approved.

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- 12.5. Eligible Pilots can submit an application to Virgin Australia. The application should specify the Pilot's preferred rostering arrangement in clause 12.2, an explanation of their eligibility, supporting documentation and the preferred duration of the arrangement.
- 12.6. Pilots will be required to provide evidence that satisfies Virgin Australia of their eligibility under this clause, and that their caring responsibilities require fixed days off and/or Limited Overnights.
- 12.7. Virgin Australia will respond to applications within 21 days of all required information being provided, confirming whether the request is approved.
- 12.8. Virgin Australia may decline a request for fixed days off and/or Limited Overnights on reasonable business grounds, with reasons provided in writing. Before declining a request, Virgin Australia will discuss with the Pilot alternative options. In circumstances where the Pilot's request cannot be accommodated, Virgin may provide an alternative proposal to the Pilot (e.g. alternate fixed DDOs). The Pilot may then accept or decline the alternative proposal.
- 12.9. Virgin Australia may periodically review the Pilot's individual circumstances to ensure they continue to meet the criteria outlined in clause 12.4(b)(ii). Where a Pilot ceases to meet the criteria the Flexi-Line arrangement may be terminated.
- 12.10. Flexi-Line arrangements will be granted for a fixed period of up to six (6) Roster Periods, unless otherwise agreed. Arrangements will commence at the start of a Roster Period and within two (2) Roster Periods after the approval date. Pilots may withdraw the arrangement at any time by giving two (2) Roster Periods' notice.
- 12.11. While a Flexi-Line arrangement applies:
- (a) Where the arrangement relates to fixed DDOs, Virgin Australia may roster the relevant Pilot's remaining DDO entitlement as single DDOs and the Pilot will be eligible for PDOs under clause 22. The Virgin Australia PDO policy may contain restrictions around how Flexi-Line Pilots can apply to use their PDOs.
 - (b) Where the arrangement relates to Limited Overnights, the relevant Pilot will not be able to access the minimum 15 hours Home Base rest (via a hard bid option) under clause 13.1 of Appendix 1 – Work Rules.
 - (c) Where required to facilitate training, Virgin Australia may, at Roster Publish, roster training on days that would otherwise be a fixed DDO under clause 12.2(a). Where this occurs, Virgin Australia will notify the Pilot of this change as soon as practicable prior to Roster Publish.
- 12.12. Virgin Australia may require a Pilot to relinquish the Flexi-Line arrangement if the Pilot changes base, rank or aircraft type.

13. FLEXIBILITY TERM

- 13.1. Virgin Australia and Pilots covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with one (1) or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;

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- (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of Virgin Australia and the Pilot in relation to one (1) or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by Virgin Australia and the Pilot.
- 13.2. Virgin Australia must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act; and
 - (c) result in the Pilot being better off overall than the Pilot would be if no arrangement was made.
- 13.3. Virgin Australia must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of Virgin Australia and the Pilot; and
 - (c) is signed by Virgin Australia and the Pilot and if the Pilot is under 18 years of age, signed by a parent or guardian of the Pilot; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Pilot will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 13.4. Virgin Australia must give the Pilot a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 13.5. Virgin Australia or the Pilot may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if Virgin Australia and the Pilot agree in writing—at any time.
- 14. DUTIES**
- 14.1. A Pilot in performing a Duty will act within the limits of their skills, competencies and training.
- 14.2. Pilots while on Duty will conduct themselves professionally and comply with all relevant policies and procedures.

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- 14.3. A Pilot may fly privately provided this does not compromise their ability to fly for Virgin Australia or impact compliance with its FRMS. A Pilot cannot fly for hire or reward unless they have obtained prior approval from Virgin Australia.
- 14.4. A Pilot will not knowingly operate an aircraft and Virgin Australia will not knowingly permit a Pilot to operate an aircraft unless at the start of the Duty Period:
- (a) Virgin Australia has provided opportunity for and the Pilot has taken adequate rest;
 - (b) Virgin Australia has provided opportunity for and the Pilot has taken adequate sustenance; and
 - (c) a Pilot is free of any fatigue, illness, injury, medication or drug which could affect their ability to perform work safely.

15. PREFERENTIAL BIDDING SYSTEM

- 15.1. Virgin Australia will ensure Pilots have access to training and ongoing support about the Preferential Bidding System (**PBS**) and the strategies Pilots can use to maximise their prospects for successful bids.
- 15.2. Individual bid satisfaction scores are available to Pilots on request from their Base Manager or the PBS Bidding Advisors.
- 15.3. On request, Virgin Australia will provide the AIC with:
- (a) de-identified information about the satisfaction levels for all Resource Groups arising from Pilots' use of the PBS; and
 - (b) the current rules (hard and soft) used in the roster build system and any buffers built into that system.
- 15.4. Prior to the implementation of any new PBS, Open Time and/or Trip Swap System, the AIC shall be briefed on the capability of those new systems and provided an opportunity for genuine input on the mechanics of the systems prior to them being implemented. The AIC will review the policies for use prior to implementation. The AIC will nominate one (1) representative each from the AFAP and TWU to participate in stakeholder development meetings, as required, to support the implementation of the project.

16. HOURS OF WORK

- 16.1. Virgin Australia operates in a 24 hours, seven (7) days a week industry. Pilots must be ready, willing and able to work, on appropriate and reasonable notice, within a 24/7 roster, including night and day operations on any day or combination of days, including Saturdays, Sundays and Public Holidays.
- 16.2. A Pilot's maximum hours of work will be in accordance with the NES, CASA legislation and exemptions, the FRMS and this Agreement. For the purposes of the NES, the maximum hours of work are averaged over a Roster Period.

17. ROSTERS

- 17.1. A Roster Period will be a nominated 28 day period. Rosters will be prepared and be available at least seven (7) days before the first day of the relevant Roster Period.

- 17.2. Virgin Australia will provide Pilots with a list of projected Roster Periods and start and finish dates, bid closing dates and roster publication dates.
- 17.3. Each roster will specify the Pilot's DDO (or any Duty agreed with a Pilot to be Assigned on a DDO pre-Roster Publish in accordance with clause 38), Offline Days, Blank Days, Duty days with Sign On/ Sign Off, Standby Duty Periods, simulator periods, checks, training, Ground Duties, other courses, any leave periods and any other matter thought relevant.
- 17.4. Rosters for Pilots will be optimised to ensure the Credits are distributed as equitably as possible, subject to Pilot bidding preferences.
- 17.5. Pre-Assigned Ground Duties will be made available for viewing seven (7) days prior to the close of Roster Bidding.
- 17.6. Pre-Assigned line checks and line training duties will be made available at least 24 hours prior to the close of Roster Bidding.
- 17.7. Rosters will be issued electronically and accessible via a Pilot's company issued iPad (or equivalent device), personal mobile device or the Virgin Australia intranet.
- 17.8. At Roster Publish, where a full-time Pilot takes any leave approved in advance during a Roster Period, DDOs will be pro-rated in accordance with the following:

Table 1: DDO Pro-Ration

Leave Days	DDOs Available (12 Off-Peak DDO Roster Period)	DDOs Available (11 Peak DDO Roster Period)
0	12	11
1	12	11
2	11	10
3	11	10
4	10	9
5	10	9
6	9	9
7	9	8
8	9	8
9	8	7
10	8	7
11	7	7
12	7	6
13	6	6
14	6	6
15	6	5
16	5	5

Leave Days	DDOs Available (12 Off-Peak DDO Roster Period)	DDOs Available (11 Peak DDO Roster Period)
17	5	4
18	4	4
19	4	4
20	3	3
21	3	3
22	3	2
23	2	2
24	2	2
25	1	1
26	1	1
27	0	0
28	0	0

18. CONTACTING PILOTS

- 18.1. Pilots will provide Virgin Australia with a telephone number(s) should Virgin Australia need to contact them for work related matters. Virgin Australia Crew Tracking will contact Pilots using an identifiable (non-blocked) telephone number.
- 18.2. A Pilot shall not be required to accept a Duty that is advised during a Rest Period, unless that Duty was Assigned and visible to a Pilot prior to Signing Off from their previous Duty.
- 18.3. For clarity, clause 18.2 above does not apply where a Pilot has failed to acknowledge a Duty change at Sign Off.
- 18.4. Virgin Australia may attempt to contact a Pilot on a DDO, Blank Day, Offline Day, Annual Leave Day, or outside reserve contactable periods, to request them to undertake duties. Pilots are not required to be contactable during these times.

19. FATIGUE RISK MANAGEMENT SYSTEM AND WORK RULES

- 19.1. The FRMS Rules and Appendix 1 - Work Rules apply to Pilots' employment unless varied in accordance with this Agreement.
- 19.2. Changes to the FRMS Rules or Work Rules can only be made as follows:
- (a) for changes to the FRMS Rules that are intended to improve safety - by the Fatigue Safety Action Group (**FSAG**) and the Civil Aviation Safety Authority (**CASA**); or
 - (b) for changes to the FRMS Rules or Industrial Work Rules that are intended to improve operational or commercial performance – by agreement of the AIC (and, if necessary, by subsequent agreement/ approval by the FSAG and CASA).

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- 19.3. Agreement of the AIC means agreement of Virgin Australia and the majority of Pilot representatives on the AIC. Any such agreement must be recorded in writing.
- 19.4. Where changes have been made to the Work Rules under the above provisions, Virgin Australia will provide an amended version of this Agreement to Pilots promptly after the changes taking effect.
- 19.5. Components of the FRMS structure include:
- (a) **Fatigue Safety Action Group (FSAG):** which has oversight of the overall program, makes determination on any changes relating to the maintenance and continued progress of the FRMS and is empowered to make changes to the Work Rules in the interests of safety. Where required, this will be in consultation with CASA. Meetings of the FSAG are minuted and available to Pilots on the intranet;
 - (b) **Pairing Review Committee (PRC):** which ensures operational feedback is communicated into roster development and network operations for the modification or review of crew schedules;
 - (c) **Crew Alertness Study Team (CAST):** which reviews and monitors reports of fatigue or potential fatigue and reviews current rosters and lifestyle factors influencing crew alertness during Duty; and
 - (d) **Fatigue Review Committee (FRC):** which consists of Company senior management representatives from the Flight Operations, FRMS and Safety teams. The FRC monitors and reviews Pilots fatigue reports resulting from Duty removals.
- 19.6. Two (2) FSAG Pilot representatives (appointed by a majority of the AIC Pilot representatives) will be Rostered to attend all FSAG meetings so they can actively participate in the decision-making process. Additionally, FSAG Pilot representatives and an additional two (2) CAST/ PRC Pilot representatives (appointed by a majority of the Pilot representatives on the AIC) will be Rostered one Administration Duty (ADMIN) (on a different day to the FSAG meeting) in each Roster Period to attend to the PRC and CAST functions.
- 19.7. FSAG, CAST and Pairing Review Pilot representatives will be provided the following for the purposes of undertaking their functions on CAST, Pairing Review and FSAG:
- (a) access to de-identified fatigue reports (and any associated Pilot rosters) upon request; and
 - (b) training on the biomathematical software being operated by Virgin Australia.
- 19.8. Virgin Australia will report to the AIC on the recommendations of the FSAG, PRC and CAST meetings and provide the AIC with a copy of the minutes of these meetings.
- 19.9. Pilots who attend FSAG meetings, PRC meetings and CAST meetings will be provided with transport, accommodation and allowances consistent with this Agreement.
- 19.10. Virgin Australia will ensure that all Pilots covered by this Agreement have access to an electronic copy of the current FRMS Work Rules. At the time this Agreement comes into effect, the FRMS Work Rules can be located on Virgin Australia issued iPad (or equivalent device) in the relevant document management system.

20. FATIGUE

20.1. When a Pilot:

- (a) removes themselves from Duty due to fatigue; and
- (b) submits a fatigue report in accordance with the process in the Company manual outlining the circumstances leading to the fatigued state,

they shall retain the Credit for the removed Duty, provided the circumstances that led to fatigue were as a result of being on Duty and every effort was made by the Pilot to utilise the Rest Period or time away from Duty to arrive at work fit for Duty.

20.2. Fatigue events will be initially categorised as Operational Fatigue, including mid-Duty removal, unless the removed Duty is prior to Sign On following one (1) or more consecutive Days Free of Duty (when it will be categorised as Personal Fatigue).

20.3. The FRC may review a fatigue removal and may, depending on the outcome of that review, revert the removal to Personal Fatigue. The Pilot will be notified in writing of any decision to revert a fatigue removal from Operational Fatigue to Personal Fatigue and the reasons for this.

20.4. If the Pilot disagrees with the FRC decision or the assignment of Personal Fatigue, the Pilot may seek a review of the decision through the Dispute Settlement Process in Part 11.

20.5. When a Pilot removes from Duty due to fatigue:

- (a) the Pilot is required to mitigate fatigue through a suitable Rest Period encompassing a Local Night at the location where fatigue was identified, unless otherwise agreed between Virgin Australia and the individual Pilot;
- (b) the Pilot will be eligible for Displaced Duties for the remaining length of their originally Rostered Pairing in accordance with clause 19 of Appendix 1 - Work Rules;
- (c) if a Positioning Sector is Rostered to position a Pilot back to their Home Base or Domicile and this is on a DDO, Blank Day, Offline Day or Annual Leave Day then this will not attract a payment for working on a DDO, Blank Day, Offline Day or Annual Leave Day.

21. DESIGNATED DAYS OFF

21.1. Full-time Pilots will be Rostered 11 DDOs in six (6) Peak Roster Periods and 12 DDOs in seven (7) Off-Peak Roster Periods at Roster Publish.

21.2. The distribution of Peak and Off-Peak Roster Periods over 13 Roster Periods in each year (RP9 to RP8) of the Agreement will be advised to Pilots prior to the commencement of RP9. If RP9 is to be the first Peak Roster Period, then Pilots must be notified prior to the commencement of RP8.

21.3. Once advised to Pilots, the distribution of Peak and Off-Peak Roster Periods can only be changed by agreement of the AIC.

21.4. Unless otherwise agreed, DDOs will be at the Pilot's Home Base.

21.5. Virgin Australia will not change a Pilot's DDO without the Pilot's agreement.

21.6. Although there may be occasions where Pilots are asked to work on a DDO, they are not required to do so. If a Pilot agrees to work on a DDO, they will receive the payment as outlined in clause 38.

22. PRIORITY DAYS OFF

22.1. PDOs are a mechanism by which Pilots can request and be allocated up to eight (8) DDOs, either as single days or in blocks of two, on particular days, each Calendar Year. A Pilot can only request a maximum of two (2) PDOs in a Roster Period.

22.2. To facilitate the increase in PDOs from four (4) to eight (8) under this Agreement, the following transitional provisions will apply:

(a) on the Commencement Date, Pilots will be allocated an additional two (2) PDOs for use in the Calendar Year 2024; and

(b) from 1 January 2025, Pilots will receive eight (8) PDOs for that Calendar Year.

22.3. PDOs are a subset of and enjoy the same protections as DDOs except that a PDO can be Rostered as a stand-alone single DDO and accordingly clause 24.3 of Appendix 1 – Work Rules does not apply to the PDO. They are not an additional DDO entitlement.

22.4. Unless otherwise agreed with the AIC, the system for administering PDOs must provide for the following functionality:

(a) an ability to request PDOs electronically up to 12 months in advance;

(b) frequent processing of PDO requests (e.g. monthly or on a Roster Period basis); and

(c) allocation of PDO requests on a first in first served basis.

22.5. Once allocated, a PDO can only be changed or cancelled with the approval of a Pilot's Base Manager. Any PDO not utilised in a Calendar Year cannot be carried over into another Calendar Year.

22.6. Other rules applicable to PDOs (e.g. black-out periods and daily caps) will be advised by Virgin Australia in a PDO Policy, which will be updated in consultation with the AIC, and published on the intranet.

22.7. Where a Pilot subsequently has leave approved that encompasses an approved PDO, that PDO will be cancelled and refunded to the Pilot's available PDO balance.

22.8. Pilots cannot nominate to work on a PDO. However, a Pilot can accept work on a PDO, in which case the normal payment for working on a DDO in clause 38 will apply and the PDO will not be re-credited or a substitute PDO provided.

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

PART 4 – REMUNERATION

23. REMUNERATION PACKAGE

23.1. A Pilots' remuneration package will comprise the following:

- (a) Annual Base Salary outlined in clause 24;
- (b) Retention Payment outlined in clause 30;
- (c) Daily Travel Allowance (DTA) outlined in clause 31;
- (d) Overnight Daily Travel Allowance (ODTA) outlined in clause 46;
- (e) International Daily Travel Allowance (IDTA) outlined in clause 47;
- (f) additional allowances for Check Captains, Senior Training Captains or Training Pilots (Captain or First Officer) outlined in clause 33;
- (g) allowances including:
 - (i) Ad-hoc Training Allowance outlined in clause 34.2;
 - (ii) Cancelled Accommodation Allowance outlined in clause 34.3; and
 - (iii) Cancelled Callout Allowance outlined in clause 34.4;
- (h) payments for working hours over the Credit Hour Trigger outlined in clause 32;
- (i) payments for working on or infringing DDOs, Blank Days, Offline Days and Annual Leave Days outlined in clause 38; and
- (j) superannuation.

24. ANNUAL BASE SALARY

24.1. From the start of the first full pay period after the Commencement Date, the following Annual Base Salary for B737 Pilots will be implemented:

Table 2: Annual Base Salary

Rank	Current	First full pay period after the Commencement Date	First full pay period after 1 July 2025	First full pay period after 1 July 2026
Captain	\$209,300.00	\$269,181.35	\$277,256.79	\$285,574.49
First Officer	\$136,045.00	\$174,957.15	\$180,205.86	\$185,612.04

Table 3: Base Hourly Rate

Rank	First full pay period after the Commencement Date	First full pay period after 1 July 2025	First full pay period after 1 July 2026
Captain	\$306.25	\$315.44	\$324.90
First Officer	\$199.05	\$205.02	\$211.17
Check Captain	\$355.25	\$365.91	\$376.88
Senior Training Captain	\$346.06	\$356.44	\$367.14
Training Captain	\$336.88	\$346.98	\$357.39
Training First Officer	\$229.68	\$236.57	\$243.66

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

24.3. Backpay

- (a) For Pilots employed under this Agreement at or after the Commencement Date:
- (i) the Annual Base Salary and the additional allowances for Check Captains, Senior Training Captain or Training Pilots (Captain or First Officer) applicable from the start of the first full pay period following the Commencement Date will be back paid to the start of the first full pay period after 1 July 2024.
 - (ii) the following allowances and payments applicable from the start of the first full Roster Period following the Commencement Date will be back paid to the start of the first full Roster Period after 1 July 2024:
 - DTA;
 - ODTA;
 - IDTA;
 - Ad Hoc Training Allowance;

-
- Cancelled Accommodation Allowance;
 - Cancelled Callout Allowance;
 - payments for Credit hours in excess of the Credit Hour Trigger at the Productivity Rate; and
 - payments for working on DDOs, Blank Days and Annual Leave Days.
- (b) The following backpay payments will be made on the first pay date following the Commencement Date or 21 August 2024, whichever is later:
- (i) Annual Base Salary;
 - (ii) additional allowances for Check Captains, Senior Training Captain or Training Pilots (Captain or First Officer);
 - (iii) Ad Hoc Training Allowance
 - (iv) Cancelled Accommodation Allowance;
 - (v) Cancelled Callout Allowance;
 - (vi) payments for Credit hours in excess of the Credit Hour Trigger at the Productivity Rate; and
 - (vii) payments for working on DDOs, Blank Days and Annual Leave Days.
- (c) The following backpay payments will require systems changes and will be made within three (3) Roster Periods after the Commencement Date:
- (i) DTA;
 - (ii) ODTA; and
 - (iii) IDTA.
- For the purposes of this clause, backpay for ODTA and IDTA will be calculated on the difference between the rates for ODTA outlined in clause 46 and for IDTA outlined in clause 47 of this Agreement, and the allowances contained in clause 40 – Overnight Meal and Incidental Allowances in the *Virgin Australia Narrow Body Aircraft Pilots Enterprise Agreement 2021*.
- (d) For clarity, backpay is prorated for:
- (i) where a Pilot commences employment with Virgin Australia on or after the Commencement Date but before payment, in which case the payment will be pro-rated from their first day of employment;
 - (ii) time in rank; and
 - (iii) part-time employment, in which case the payment will be pro-rated to reflect the percentage of full-time equivalent hours of the part-time arrangement.

(e) For the purposes of backpay calculations, and consistent with Offline Days being Rostered as a DDO prior to the Commencement Date, Offline Days will attract 0 Credit from the first full Roster Period after 1 July 2024 until the Commencement Date.

24.4. Annual Base Salary will be increased by 3% from the beginning of the first full pay period on or after 1 July 2025 and 1 July 2026.

24.5. Part-time B737 Pilots will be paid a pro-rata Annual Base Salary as follows:

Table 4: PT50 Annual Base Salary

Rank	Current	First full pay period after the Commencement Date	First full pay period after 1 July 2025	First full pay period after 1 July 2026
Captain	\$104,650.00	\$139,790.73	\$143,984.45	\$148,303.98
First Officer	\$68,022.50	\$90,858.53	\$93,584.28	\$96,391.81

Table 5: PT75 Annual Base Salary

Rank	Current	First full pay period after the Commencement Date	First full pay period after 1 July 2025	First full pay period after 1 July 2026
Captains	\$156,993.20	\$204,486.04	\$210,620.62	\$216,939.24
First Officer	\$102,045.58	\$132,907.84	\$136,895.07	\$141,001.92

24.6. All B737 Pilots who are covered by this Agreement at the Commencement Date will be paid at the applicable Annual Base Salary for their rank outlined in Table 2 in clause 24.1 and Table 4: PT50 B737 Annual Base Salary and Table 5: PT75 B737 Annual Base Salary in clause 24.5.

24.7. Pilots who are employed from outside the Virgin Australia Group (including those who were noted as “inactive” on the GDOJ List prior to their employment) and Pilots who transfer from another Virgin Australia Group business, who become covered by this Agreement after the Commencement Date, will be paid at the applicable Annual Base Salary for their rank under this Agreement from the first day of induction.

24.8. Pilots promoted from First Officer under this Agreement to a Captain position covered by this Agreement will be paid the Captain’s Annual Base Salary from the first day of the Command Ground School Part 2 (or equivalent).

25. WHAT THE ANNUAL BASE SALARY COVERS

25.1. Annual Base Salaries have been calculated to remunerate Pilots:

- (a) for all work, including all flying and non-flying work (for example, time spent performing Ground Duties, training (including completion of V-Learn courses), on Standby and Positioning) up to 70 Credit hours per 28 day Roster Period in six (6) Peak Roster Periods per annum, and up to 65 Credit hours per 28 day Roster Period in seven (7) Off-Peak Roster Periods per annum;
- (b) for all leave (including leave loading);
- (c) for working shiftwork, on weekends and on public holidays;
- (d) for all penalties, loadings and allowances and for all other payments except for:
 - (i) Retention Payment;
 - (ii) additional allowances for Check Captains, Senior Training Captain or Training Pilots (Captain or First Officer);
 - (iii) DTA;
 - (iv) ODTA;
 - (v) IDTA;
 - (vi) Ad Hoc Training Allowance
 - (vii) Cancelled Accommodation Allowance;
 - (viii) Cancelled Callout Allowance;
 - (ix) payments for Credit hours in excess of the Credit Hour Trigger; and
 - (x) payments for working on or infringing DDOs, Blank Days, Offline Days and Annual Leave Days.

26. PAYMENT OF REMUNERATION

26.1. Pilots will be paid fortnightly by electronic transfer into a Pilot's nominated bank account the following amounts (where applicable):

- (a) Annual Base Salary;
- (b) additional allowances for Check Captains, Senior Training Captains, and Training Pilots;
- (c) allowances including DTA, ODTA, IDTA, Cancelled Accommodation Allowance, Ad Hoc Training Allowance and Cancelled Callout Allowance.

26.2. Pilots will be paid by electronic transfer into their nominated bank account by no later than the second fortnightly pay period after the end of the relevant Roster Period the following amounts (where applicable):

- (a) payments for Credit hours in excess of the Credit Hour Trigger; and

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- (b) payments for working on or infringing DDOs, Blank Days, Offline Days and Annual Leave Days.
- 26.3. Superannuation and superannuation salary sacrifice payments will be paid monthly (or more frequently if required by legislation) to the superannuation fund nominated by the Pilot, using Virgin Australia's payment process.
- 26.4. Pay slips and/or roster credit summaries must accurately detail any allowances, payments for Credit hours in excess of the Credit Hour Trigger and payments for working on DDOs, Blank Days, Offline Days or Annual Leave Days paid to Pilots.

27. OVERPAYMENTS

Any overpayment made to a Pilot by Virgin Australia may be deducted from the Pilot's Annual Base Salary as soon as practicable. In deducting any overpayment, Virgin Australia must first discuss that with the relevant Pilot and take into account the Pilot's personal circumstances. Unless otherwise agreed, the repayment schedule will not exceed 7.5% of the Pilot's net monthly salary for each month until the overpayment is fully recovered.

28. SUPERANNUATION

- 28.1. Virgin Australia will make Superannuation contributions on Annual Base Salaries at the Superannuation Guarantee rate (currently 11.5%) as prescribed by the *Superannuation Guarantee (Administration) Act 1992 (Cth)* (Superannuation Guarantee Legislation). For the avoidance of doubt, 11.5% superannuation or the minimum provided by legislation will also be paid for Pilots over the age of 65.
- 28.2. Virgin Australia will also make superannuation contributions on the following:
- (a) additional allowances for Check Captains, Senior Training Captains and Training Pilots;
 - (b) DTA;
 - (c) Retention Payment; and
 - (d) payments for Credit hours in excess of the Credit Hour Trigger;
 - (e) payments for working on or infringing a DDO, Blank Day, Offline Day or Annual Leave Day;
 - (f) Ad Hoc Training Allowance; and
 - (g) Cancelled Callout Allowance.
- 28.3. All superannuation contributions will be paid to a Superannuation fund of the Pilot's choice provided that fund and the Pilot's nomination complies with relevant legislation. If a Pilot does not choose a fund, or there is no stapled superannuation fund, then Virgin Australia's default fund will apply.
- 28.4. Virgin Australia will make superannuation contributions in respect of other forms of remuneration in accordance with the minimum requirements of the Superannuation Guarantee Legislation. Currently the Superannuation Guarantee Legislation does not require Virgin Australia to make superannuation contributions on ODTA, IDTA, cancelled accommodation allowance or reimbursements (e.g. unscheduled overnight reimbursement).

29. SALARY SACRIFICE

- 29.1. A Pilot may enter into an effective salary sacrifice arrangement in respect of part of their salary, to the full extent permissible under relevant legislation and relevant Virgin Australia policy.
- 29.2. Any fringe benefits tax incurred by Virgin Australia as a result of the salary sacrifice arrangement will be met by the Pilot.

30. RETENTION PAYMENT SCHEME

- 30.1. "Eligible Pilots" will receive an annual Retention Payment each year this Agreement is in operation calculated in accordance with this clause. The Retention Payment is paid each year on the first pay day in September.
- 30.2. The Retention Payment is calculated based on 3% of the Hourly Rate at the time of payment for all Credit hours in Roster Periods 8 to 7 in the preceding year ("Payment Year"), other than for:
- (a) approved leave;
 - (b) any period on worker's compensation;
 - (c) Credit hours for working on or infringing a DDO, Annual Leave Day, Blank Day, or Offline Day (although the Pilot still receives Flight Time on that Duty);
 - (d) Credit hours for Subject to Operational Clearance (SOCFOM) (management discretion), stand down (STDN) or V-Learn;
 - (e) Standby (including Displaced Standby, Standby A and Standby 18), other than where the Pilot is called out for a Flight Duty; and
 - (f) Offline Day Credits.
- 30.3. Subject to clause 30.4, all Eligible Pilots will be paid a minimum Retention Payment each year if greater than the payment amount in clause 30.2 as follows:

Table 6: Minimum Retention Payment

Rank	First pay day in September 2025	First pay day in September 2026	First pay day in September 2027 (onwards)
Captain	\$7,073.69	\$7,285.90	\$7,504.48
First Officer	\$4,597.61	\$4,735.54	\$4,877.61
Check Captain	\$8,205.48	\$8,451.64	\$8,705.19
Senior Training Captain	\$7,993.27	\$8,233.06	\$8,480.05

Rank	First pay day in September 2025	First pay day in September 2026	First pay day in September 2027 (onwards)
Training Captain	\$7,781.05	\$8,014.49	\$8,254.92
Training First Officer	\$5,304.98	\$5,464.13	\$5,628.05

- 30.4. The minimum Retention Payment in clause 30.3 will be pro-rated for the following reasons:
- (a) where a Pilot commences employment with Virgin Australia during the Payment Year, in which case the payment will be pro-rated from their first day of employment;
 - (b) any period of LWOP in accordance with clause 58;
 - (c) any period of unpaid leave in excess of 40 weeks;
 - (d) time in rank; and
 - (e) part-time employment, in which case the payment will be pro-rated to reflect the percentage of full-time equivalent hours of the part-time arrangement.
- 30.5. To facilitate the implementation of the Retention Payment Scheme, an initial Retention Payment will be paid to all Pilots in September 2024. The initial Retention Payment will be 3% of 747.5 Credit hours at the applicable Base Hourly Rate in clause 24.1 Table 3 – Base Hourly Rates at the time of payment irrespective of the Credit hours applying to individual Pilots in the 2024 Payment Year.
- 30.6. For the purposes of this clause, an “Eligible Pilot” is:
- (a) a Pilot who is employed under this Agreement at the time of payment of the Retention Payment in September following the Payment Year; or
 - (b) a Pilot who does not remain employed as outlined in clause 30.6(a), but during the Payment Year:
 - (i) is made redundant by Virgin Australia, without an offer of Adequate Alternative Employment being made to them, under clause 94 – Redundancy;
 - (ii) retires from Virgin Australia due to loss of licence for medical reasons or on or after 65 years of age.

Where this occurs, the Retention Payment will be pro-rated up to the Pilot’s last day of employment with Virgin Australia, or the last day of the Payment Year, whichever occurs first.

31. DAILY TRAVEL ALLOWANCE

- 31.1. Pilots will be paid a Daily Travel Allowance (**DTA**), calculated per hour (or part thereof) for day Trips only from Sign On in Home Base to Sign Off in Home Base.

31.2. The DTA hourly rate will be calculated from the first full pay period following the Commencement Date by summing the allowances in the following table and divided by 24 hours:

Table 7: DTA

Breakfast	\$34.95
Lunch	\$49.35
Dinner	\$69.20
Incidentals	\$32.90
24-hour equivalent	\$186.40
Hourly rate	\$7.77

31.3. Subject to clause 31.4, DTA is payable for all duties from Sign On in Home Base to Sign Off in Home Base where a Pilot performs a Flight Duty, Positioning Duty or Rostered Ground Duty (including where a Pilot is Assigned a Duty from Standby).

31.4. DTA is not payable for:

- (a) approved leave;
- (b) any period on worker's compensation;
- (c) the following Ground Duties or events: Meeting (MTG), Subject to Operational Clearance including for disciplinary matters (SOC, SOC-FOM), stand down (SLWOP, STDN) or V-Learn;
- (d) Standby (including Displaced Standby, Standby A and Standby 18); and
- (e) for any period during which ODTA is payable (multi-day Trips) under clause 46.

31.5. Virgin Australia will withhold PAYG tax from DTA payments as required by law.

32. PRODUCTIVITY RATE

32.1. The Productivity Rate will be as per the table below:

Table 8: Productivity Rate

Rank	First full roster period after Commencement Date	First full roster period after 1 July 2025	First full roster period after 1 July 2026
Captain	\$346.67	\$357.07	\$367.78
First Officer	\$225.33	\$232.09	\$239.05
Check Captain	\$402.14	\$414.21	\$426.63

Rank	First full roster period after Commencement Date	First full roster period after 1 July 2025	First full roster period after 1 July 2026
Senior Training Captain	\$391.74	\$403.49	\$415.60
Training Captain	\$381.34	\$392.78	\$404.57
Training First Officer	\$259.99	\$267.79	\$275.83

32.2. Approved leave, excluding annual leave and long service leave, will be paid at the Base Hourly Rate when the total Credit hours accrued for the Roster Period exceeds the Credit Hour Trigger.

33. CHECK AND TRAINING PAYMENTS

33.1. From the start of the first full pay period following the Commencement Date, Check and Training Pilots will be paid the following payments for the duration of their appointment:

- (a) Training Pilots (Captains and First Officers) will be paid an amount of 10% of the annual base salary of a Captain;
- (b) Senior Training Captains will be paid an amount of 13% of the annual base salary for a Captain; and
- (c) Check Captains will be paid an amount of 16% of the annual base salary of a Captain.

33.2. Check and Training Pilot appointments are as follows:

- (a) Training Pilot (Captain and First Officer) appointments are for a minimum of six (6) months and may be terminated on two (2) months' written notice; and
- (b) Senior Training Captain and Check Captain appointments are for a minimum of two (2) years and may be terminated on three (3) months' written notice.

33.3. Check and Training Pilots applicable Base Hourly rate and Productivity Rate will include the allowances in clause 33.1.

34. ALLOWANCES

34.1. Allowance Table

The amounts for the allowances payable under this Agreement are specified in the table below.

Table 9: Allowances

Allowance	Current	From the start of the first full roster period after the Commencement Date	From the start of the first full roster period after 1 July 2025	From the start of the first full roster period after 1 July 2026
Ad Hoc Training Allowance	\$459.18	\$501.69	\$516.74	\$532.24
Cancelled Accommodation Allowance	\$80.00	\$82.40	\$84.87	\$87.42
Cancelled Callout Allowance	Two hours x Hourly Rate	Two hours x Productivity Rate		
Daily Travel Allowance	Not conferred	\$7.77 per hour	\$8.00	\$8.24
Overnight Daily Travel allowance	Not conferred	\$8.49 per hour	Amount to be increased in accordance with the Australia Tax Office Table 3	

34.2. Ad Hoc Training Allowance

Pilots who perform Ad Hoc Training will be paid the Ad Hoc Training Allowance specified in clause 34.1 for each day that they are required to perform the training. This clause does not apply to Check Captains, Senior Training Captains and Training Pilots performing training.

34.3. Cancelled Accommodation Allowance

- (a) Virgin Australia will pay Pilots the Cancelled Accommodation Allowance amount specified in clause 34.1 in the following circumstances:
- (i) Pilots are required to Overnight away from Home Base for work related purposes;
 - (ii) that Overnight will be in Australia; and
 - (iii) Pilots advise Virgin Australia at least 36 hours in advance of their scheduled hotel check-in time that they do not intend to stay at the Virgin Australia provided accommodation.
- (b) Where a Pilot elects not to use Virgin Australia provided accommodation, they will be responsible for providing their own transport from and to the airport to meet the required Sign On times and remain contactable.

34.4. **Cancelled Callout Allowance**

Where a Pilot is called to perform Work (defined in clause 38.1 below) on a DDO, Blank Day or Annual Leave Day but that Work is cancelled less than two (2) hours before the nominated sign on time for the Duty, the Pilot will receive payment at the Productivity Rate for two (2) hours pay as outlined in clause 34.1.

35. **REIMBURSEMENT OF CLAIMS**

- 35.1. Virgin Australia will reimburse Pilots the expenses set out in clauses 49, 65.2, 67 and 88.1(c)(i).
- 35.2. Virgin Australia will also reimburse Pilots for all reasonable expenses incurred by Pilots in the course of their employment, provided these expenses have been approved by Virgin Australia in advance or are in accordance with the Virgin Australia Expenses Policy.
- 35.3. Virgin Australia will reimburse Pilots within 21 days after the Pilot submits a valid and complete claim.

36. **CREDIT SYSTEM**

- 36.1. A Pilot will accrue Credit hours in each 28 day Roster Period in accordance with clause 36.3 Table 10: Credits below.
- 36.2. Where a Pilot accrues more than 70 Credit hours in a Peak Roster Period, or more than 65 Credit hours in an Off-Peak Roster Period (Credit Hour Trigger), they will receive payment at the Productivity Rate outlined in clause 32.1 Table 8: Productivity Rate, for every Credit hour or each pro rata Credit hour (to the second decimal point) in the Roster Period in excess of the Credit Hour Trigger.
- 36.3. The Credit value of an activity performed (unless otherwise stated) is as follows:

Table 10: Credits

Activity performed	Credit Hours (per activity unless otherwise stated)
Flight Time	Greater of actual or Scheduled Flight Time Each hour of Flight Time equals 1.0 Credit pro-rated to two decimal places.
Simulator Duty – trainee (checked to line)	4.5
Simulator Duty – instructor or ground training (other than NTS/SEP instructors)	5.5

Activity performed	Credit Hours (per activity unless otherwise stated)
Positioning	50% of the greater of the actual or Scheduled Flight Time where Positioning forms part of a Duty in which a Flying Duty or Ground Duty is performed. 50% of the greater of the actual or Scheduled Flight Time where Positioning is the only activity performed for a Duty with a minimum Credit of 2.0.
Administration duties (including AIC, FDAP, FRMS, CAST, PRC) (ADMIN)	4.5
Administration Duties with no Credit (ADMIN0)	Nil
Meeting (including disciplinary process) (MTG)	Nil
All ground training courses completed within a day	4.5 per day
Dangerous Goods (DG)	Nil
Approved leave (annual leave, long service leave, personal (sick/carer's leave), URTI, domestic violence leave, defence force, community service leave (including jury service) and paid parental leave.	2.46 per day
Offline Days (OFFLN)	2.39 per day
V-Learn	0.75 per Roster Period
Standby A (SBY)	4.0 or Credits earned above 4.0 (being the greater of actual or scheduled Flight Time if called out)
Standby 18	0.0, or the greater of 4.0, actual or scheduled Flight Time if called out
Displaced Standby (SBYD) unless cancelled and converted to Blank Day in accordance with Appendix 1 – Work Rules clause 9.1(g) and 9.1(h)	4.0 or Credits earned above 4.0 (being the greater of actual or scheduled Flight Time if called out)

Activity performed	Credit Hours (per activity unless otherwise stated)
Designated Day Off (DDO), SOC day off (SOCDD), Leave Without Pay (LWOP) Special Circumstances Leave Without pay (SLWOP), Blank Day (BLANK), Subject to Operational Clearance (SOC) SOC-T	Nil
Subject to Operational Clearance (SOCFOM) (management discretion), Stand Down (STDN)	4.0 per day

37. ROSTER CREDIT PROTECTION

Rostered (published) Credit protection will apply to guarantee a Pilot will be paid, as a minimum, the number of Credits allocated at time of Roster Publish. Rostered Credit protection applies to all Credits earned under clause 36 Table 10: Credits at time of Roster Publish but does not apply to a reduction in Credit due to self-removal (other than for Operational Fatigue) or Trip Swap.

38. WORKING ON DESIGNATED DAYS OFF, BLANK DAYS AND ANNUAL LEAVE DAYS

38.1. Definition of “Work”

- (a) For the purposes of this clause 38 and clause 34.4, the term Work means the following, as Rostered or directed by Virgin Australia:
 - (i) Flight Time;
 - (ii) time spent Positioning at Virgin Australia’s initiative;
 - (iii) time spent on Standby (including Standby A or Standby18);
 - (iv) time spent performing simulator duties; and
 - (v) time spent performing Ground Duties (e.g. attending training, performing Pilot representative duties such as AIC, PRC, FSAG, CAST. Time spent performing other administrative work Assigned to Pilots by Virgin Australia from time-to-time (for example, project work).
- (b) For the purposes of this clause 38 and clause 34.4, “Work” does not include time spent:
 - (i) progressing a matter through the Disputes Settlement Process, including attendance at the FWC proceedings;
 - (ii) preparing for, discussing or in meetings about performance or disciplinary matters; and
 - (iii) performing Union duties.

38.2. Where a Pilot:

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- (a) agrees to Sign On and performs Work on a Day which is a DDO, Blank Day or Annual Leave Day, they will receive payment at the Productivity Rate for every flight hour or pro rata flight hour flown, with a minimum of five (5) hours pay per Duty; and/or
- (b) performs Work which infringes a DDO, Blank Day, Offline Day or Annual Leave Day, they will receive payments as per clauses 38.4 and 38.5 below.
- 38.3. For clarification a Pilot will receive a DDO payment for each DDO lost that a Pilot is away from Home Base as a result of performing Work. This includes each DDO lost whilst on rest at a layover port including where the Pilot does not perform any Duty.
- 38.4. Where a Pilot infringes a DDO, Blank Day, Offline Day (subject to clause 25 of Appendix 2 – Part-Time Arrangements) or Annual Leave Day, they will receive the following minimum payment at the Productivity Rate:
- (a) Up to and including a one (1) hour infringement – 2 hours pay;
- (b) More than one (1) hour and up to and including two (2) hours infringement – 4 hours pay; or
- (c) Greater than two (2) hours infringement – 5 hours pay.
- 38.5. For the purposes of clause 38.4 above, an infringement of a DDO will be deemed to have occurred and a payment triggered if a Pilot infringes the minimum hours or Local Night associated with a Rostered DDO/s as per clause 24 of Appendix 1 – Work Rules calculated back from the Rostered Sign On time for the Duty following DDO/s. For clarity, the infringement payment will not be applicable if:
- (a) the Pilot removes from the relevant Duty following the infringed DDOs; and/or
- (b) the Pilot elects to work on a DDO within the infringed run of DDOs and that Duty resets the minimum hours associated with a Rostered DDO/s.
- 38.6. Pilots who perform Work on or infringe a DDO or Blank Day are not entitled to a substitute DDO or Blank Day in addition to the payment provided by this clause.
- 38.7. Pilots who perform Work on an Annual Leave Day are entitled to a substitute Annual Leave Day in addition to the payment provided by this clause.
- 38.8. Work for which a payment in this clause 38 is payable does not accrue Credit hours as described in clause 36 – Credit System.
- 38.9. Where a Pilot goes sick or fatigued mid Duty and is required to position home on a DDO, Blank Day, Offline Day, or Annual Leave Day due to that removal, the Pilot will be entitled to accommodation and allowances but not a payment for Work under this clause 38.
- 39. ACCIDENT MAKE-UP PAY**
- 39.1. In addition to any statutory entitlement to workers compensation a Pilot will be paid accident make-up pay.
- 39.2. The amount of accident make-up pay will be the difference between the workers compensation entitlement and the amount of base salary that the Pilot would have received had they been at work for the period.

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- 39.3. Accident make-up pay will be payable for a maximum period or aggregate of period in no case exceeding a total of 52 weeks in respect of incapacity arising from any one injury.
- 39.4. A Pilot will not be entitled to any payment under this clause in respect of any period of paid leave.
- 39.5. If a Pilot receives a lump sum in redemption of regular statutory compensation entitlements, Virgin Australia's liability to pay accident make-up pay will cease from the date of such redemption.
- 39.6. Where the Pilot recovers damages from Virgin Australia or from a third party in respect of a compensable injury independent of statutory entitlements, the Pilot will be liable to repay to Virgin Australia the amount of accident make-up pay which the Pilot has received in respect of the said injury and will have no further accident make-up pay entitlements in respect of the injury.

PART 5 – HOME BASE, TRAVEL AND ACCOMMODATION

40. HOME BASE

- 40.1. Pilots will be allocated a Home Base at the commencement of their employment with Virgin Australia.
- 40.2. Virgin Australia cannot change a Pilot's Home Base without their agreement.
- 40.3. Should there be a base established at Western Sydney airport in the future, it will be regarded as a new and separate Home Base under this Agreement.
- 40.4. Virgin Australia will ensure that, wherever practicable, existing First Officers who have a transfer bid in place for a particular base on their current aircraft type are offered that transfer (consistent with the GDOJ List) before employing any new First Officers into that base.
- 40.5. Where a Pilot agrees to transfer from one Home Base to another at Virgin Australia's initiative, Virgin Australia will provide a relocation assistance package in accordance with the current Flight Crew Relocation Assistance Guideline. This Guideline can only be amended as follows:
- (a) For changes which are made to respond to legislation or ATO guidance affecting Virgin Australia's FBT liability with respect to specific items – by Virgin Australia. In this event, Virgin Australia will engage with the AIC and any changes made by Virgin Australia will be reasonable; or
 - (b) For all other changes – by agreement of the AIC.
- 40.6. Subject to clause 40.7 below, a transfer will be deemed to be at Virgin Australia's initiative where a Pilot transfers Home Base because their current position in terms of type, rank and base no longer exists.
- 40.7. In considering whether a relocation is at Virgin Australia's initiative, regard will be given to the following:
- (a) that the Pilot can demonstrate that they do not have a current bid seeking transfer, at the time the requirement to transfer is notified, to the base and rank which Virgin Australia is seeking to transfer them to (other than a bid for promotion to a Wide Body Aircraft type or a promotion in rank); and

(b) the Pilot accepts an offer and ultimately transfers Home Base.

40.8. Reimbursement for relocation expenses is generally through V-Claim and is subject to the provision of receipts. Reimbursement may also be subject to the requirement to use Virgin Australia's selected relocation provider.

40.9. Pilots who transfer Home Base at their own initiative are responsible for all costs they incur in respect of that change in Home Base.

41. TEMPORARY BASE TRANSFER

41.1. At times, Virgin Australia may need Pilots to re-locate from their Home Base on a temporary basis. Virgin Australia can direct Pilots to re-locate temporarily for training purposes. All other temporary relocations must be by agreement between Virgin Australia and the relevant Pilot.

41.2. Unless otherwise agreed with the Pilot, the terms of any temporary re-locations will be for a minimum of six (6) consecutive days up to a maximum of 34 days. In such a case, Pilots will be provided accommodation and paid the allowances specified in clause 46 of this Agreement for the period of the transfer. A Pilot may elect to cancel accommodation and receive the allowance for each day of the temporary transfer by notifying at least seven (7) days prior to the temporary transfer.

41.3. Virgin Australia may provide accommodation under this clause that is different to the regular crew hotel in that port where it is more suitable for long term (e.g. a serviced apartment). The standard of accommodation for temporary transfers will be consulted with the AIC and HOTAC representatives.

41.4. For rostering purposes, the base to which a Pilot is temporarily relocated is regarded as their Home Base.

42. DOMICILE

42.1. Pilots can nominate any of Brisbane, Sydney, Melbourne, Adelaide (and any other port/s as agreed by the AIC) as their nominated Domicile.

42.2. Any Pilot who does not nominate a Domicile will be deemed to have nominated their Home Base. Pilots can change their nominated Domicile in January and July each year.

42.3. Pilots who are Rostered Positioning Sectors between their Home Base and another Australian port can swap those Positioning Sectors so that they are between their Domicile and the relevant Australian port. Initially, this must be done via the Flight Crew Duty Travel Sector Change Request until such time as an alternate system is implemented. Any such Positioning Sector swaps must be compliant with the FRMS Rules (Appendix 1 – Work Rules).

42.4. Virgin Australia will facilitate changes to Duty and staff travel flights where the travel is for the purpose of getting to and from work. Pilots may request changes to Rostered travel with the following guidelines:

(a) Positioning travel must be for the purposes of getting to and from work.

(b) Rostered Positioning between the Pilot's Home Base and another network port may be swapped for alternative travel between the Pilot's nominated Domicile and the network port.

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- (c) where the amended Positioning flight is on a DDO, Blank Day or Annual Leave Day, a payment will not be made for working on a day off.
 - (d) the change of travel cannot displace any other booking (i.e. a seat, including the jump seat, must be available on the flight).
 - (e) Virgin Australia is not obliged to provide hotel room availability outside of the originally Rostered times.
 - (f) all Positioning travel above must be in accordance with the FRMS.
 - (g) where a Pilot changes a Positioning Sector and arrives at a different time from that originally Rostered ground transport is not guaranteed. On request ground transport may be provided at the originally Rostered time.
- 42.5. The guidelines for the application of the provisions detailed in clause 42.4 above will be administered in consultation with the AIC and be provided to Pilots.

43. AIR TRAVEL

- 43.1. Pilots are entitled to firm, economy class seating when travelling by air for work related purposes, as close as possible to the front of the aircraft (including upgrades to a higher class where available) or in an exit row, in an aisle or window seat.
- 43.2. Virgin Australia will ensure that a Pilot's seating allocation is completed as soon as practicable after each roster is published. Seating will be based on availability as at the time of seat allocation, without displacing or otherwise moving any customers who have already booked or been allocated a particular seat or seats.
- 43.3. Where a Pilot has a Rostered Positioning Sector following a Flight Duty Period or Ground Duty (including simulator), the Pilot will be Rostered on the first available flight following a reasonable transfer period.
- 43.4. Virgin Australia will ensure that all Rostered Positioning within Australia is on Virgin Australia aircraft unless otherwise agreed with the Pilot.
- 43.5. Where a Pilot's Rostered or scheduled flight is delayed or cancelled, the Pilot will be re-booked on the next available flight in accordance with clause 43.1 above.
- 43.6. Pilots in uniform travelling for work related purposes are eligible to travel in the jump seat on all Virgin Australia aircraft (subject to legislative restrictions). Access to the jump seat should be allocated on a first served basis and will be at the discretion and approval of the Captain.

44. CAR PARKING

- 44.1. Virgin Australia will provide each Pilot with a car park in their Home Base or in another base, as agreed. Where necessary, Virgin Australia will also arrange transport between the car park and the terminal (or other Company work location where practicable).
- 44.2. Where car parking is not available at a training centre, and Virgin Australia does not provide transport to the training centre, Pilots will be expected to use the most cost efficient form of transport in accordance with the Virgin Australia Expenses Policy.

45. ACCOMMODATION AND GROUND TRANSPORT

- 45.1. Virgin Australia will provide accommodation and transport Pilots to/from the relevant airport and the Virgin Australia provided accommodation where Pilots are required to Overnight away from Home Base for work related purposes.
- 45.2. The standard of accommodation provided will be appropriate having regard to the need to provide Pilots with safe, comfortable, adequate and uninterrupted rest.
- 45.3. For the purposes of this clause, accommodation will satisfy these criteria if it has been assessed as appropriate by Virgin Australia Group Security, and Workplace Health and Safety and includes the following:
- (a) **Mandatory items**
 - (i) appropriate security measures;
 - (ii) 24 hour hot food room service where available in the location consistent with clause 45.5 of this Agreement;
 - (iii) the ability to adequately control room temperature; and
 - (iv) the ability to adequately control room light (block out curtains);
 - (b) **Additional non-mandatory but ideal items**
 - (i) a stocked mini bar and a safe provided in room;
 - (ii) close proximity to local transport and facilities;
 - (iii) in room internet access; and
 - (iv) access to complimentary fitness facilities (if not in the accommodation complex, then somewhere close by).
- 45.4. The mandatory items in clause 45.3(a) can be waived or varied for particular accommodation by agreement of the AIC (such agreement not to be unreasonably refused).
- 45.5. Virgin Australia may exclude the mandatory item at clause 45.3(a)(ii) from hotel tender documents and will instead list 24 hour hot food room service as a non-mandatory item. A list of short listed hotels, including any hotel with 24 hour room service, that submit a tender will be provided to the AIC. The AIC will not unreasonably refuse to waive the requirement in clause 45.3(a)(ii), subject to Virgin Australia ensuring appropriate access to sustenance is available for Pilots during layovers.
- 45.6. Where an existing hotel changes access to meals beyond the control of Virgin Australia, consultation with the AIC will occur and the AIC will waive the requirement in clause 45.3(a)(ii) subject to the Company ensuring appropriate access to sustenance is provided to Pilots during layovers.
- 45.7. Virgin Australia will consult with the AIC in respect of any changes to accommodation or any proposed new accommodation. Virgin Australia must commence consultations with the AIC and allow a Pilot nominated by the AIC to inspect any proposed new crew accommodation prior to entering into contract negotiations with the proposed accommodation provider.

- 45.8. Virgin Australia will ensure that all hotel tenders include the option for a tender for sufficient rooms for Pilots only, in addition to the tender for all crew. A list of all hotels that submit a tender will be provided to the AIC, however Virgin Australia has discretion to select a hotel that meets the mandatory items outlined above.
- 45.9. Virgin Australia will also consult with the AIC in respect of any concerns the AIC may have about existing accommodation. Any concerns about such consultation can be progressed through the dispute settlement process.
- 45.10. Virgin Australia will provide Pilots with air-conditioned transport to and from any accommodation. Ground transport will comply with all relevant road/ safety requirements.

46. OVERNIGHT MEAL AND INCIDENTAL ALLOWANCES

- 46.1. Pilots will be paid allowances for overnight meal and incidental expenses where they are required to Overnight away from Home Base for work related purposes. Virgin Australia will provide an ODTA for each hour from Sign On in Home Base to actual Sign Off at Home Base (pro-rated).
- 46.2. The ODTA hourly rate will be calculated by summing the allowances in the following table and divided by 24 hours:

Table 11: ODTA

Breakfast	\$38.90
Lunch	\$55.00
Dinner	\$77.00
Incidentals	\$32.90
24-hour equivalent	\$203.80
Hourly rate	\$8.49

- 46.3. The amount of the allowance will be reviewed consistent with the relevant Australian Taxation Office (**ATO**) Determination (at the commencement of this agreement this was TD 2023/3), Table 3: Employee annual salary \$247,021 or more, as amended each year.

47. INTERNATIONAL MEAL AND INCIDENTAL ALLOWANCES

- 47.1. Pilots will be paid an allowance top up for overnight meal and incidental expenses for work related purposes where they are required to Overnight away from Home Base in an international location.
- 47.2. The hourly rate will be calculated by summing the allowances in the following table for the Country Cost Group and divided by 24 hours:

Table 12: International ODTA

Cost Group	Meals	Incidentals	24-hour equivalent	Hourly rate
3	\$185.00	\$45.00	\$230.00	\$9.58
4	\$235.00	\$50.00	\$285.00	\$11.88
5	\$295.00	\$60.00	\$355.00	\$14.79
6	\$340.00	\$60.00	\$400.00	\$16.67

47.3. The amount of the allowance will be reviewed consistent with the relevant ATO Determination (at the commencement of this Agreement this was TD 2023/3), Table 8: Employee annual salary \$247,021 or more.

47.4. The IDTA top up payment will be administered as follows:

- (a) The Cost Group for the international Overnight location will be reviewed consistent with the relevant ATO Determination (at the commencement of this Agreement this was TD 2023/3), Table 9: Table of countries:

Table 13: Country Cost Groups

Country	Cost Group
Cook Islands	4
Fiji	3
Indonesia	3
Japan	5
Samoa	4
Singapore	6
Thailand	4

- (b) The difference between the IDTA and ODTA will be paid by Virgin Australia (pro-rated) from commencement of international departure (including Sign On time if it is the first Sector) to the conclusion of the international Sector (including Sign Off time if the final Sector) in the Australian port in addition to ODTA.

48. SUSTENANCE

48.1. Pilots who operate or position in a Virgin Australia aircraft at a time that touches the following time periods will be provided with access to adequate sustenance and beverages:

Table 14: Sustenance and Beverage windows

0600-0800 (breakfast)
1200-1400 (lunch)
1800-2000 (dinner)

- 48.2. All times are referenced by scheduled departure time of the flight concerned in port local time.
- 48.3. Pilots who are Rostered at Roster Publish to operate or position in a Virgin Australia aircraft at a time that touches the dinner meal window, or who are Rostered at Roster Publish to operate or position in a Virgin Australia aircraft on any international Sector will be provided with a business class meal.
- 48.4. Pilots will also have access to adequate sustenance and beverages for flights with a scheduled Flight Time of more than three (3) hours and/or where a flight is scheduled to depart between 2300 and 0300.
- 48.5. For the purposes of the above, Pilots can request items without charge from the cart/ galley if there are insufficient crew meals left on a particular flight.

49. UNSCHEDULED OVERNIGHT

- 49.1. Pilots will be reimbursed up to \$200 for reasonable expenses in line with the Virgin Australia Expenses Policy for an unscheduled Overnight following the provision of relevant supporting documentation (including receipts).
- 49.2. An Overnight is unscheduled if Virgin Australia does not make reasonable efforts to bring the requirement to Overnight to the Pilot's attention at least two (2) hours before Sign On for the relevant Duty. An Overnight is not unscheduled if the Pilot agrees to a Duty change that results in a non-Rostered Overnight.
- 49.3. A Duty involving a Rostered Overnight that is extended for whatever reason to include one (1) additional Overnight is not considered to be an unscheduled Overnight.

PART 6 – LEAVE

50. ANNUAL LEAVE

- 50.1. Full-time Pilots are entitled to 42 Calendar Days paid annual leave each year. Part-time Pilots or Pilots employed on flexible work arrangements will receive entitlements as per Appendix 2 – Part-Time Arrangements.
- 50.2. Pilots will have the opportunity to bid for leave in accordance with the annual leave bidding arrangements set out in Appendix 4 – Single Ballot Annual Leave Bidding System or Appendix 5 – Multi Ballot Annual Leave Bidding System, whichever is operative. These arrangements can only be changed by agreement of the AIC.

50.3. Leave Slots

- (a) Sufficient leave slots will be provided in the annual leave ballot for every Pilot in each Resource Group to take at least their annual entitlement of annual leave in the ballot. The distribution of leave slots through the Ballot Year will be determined by the AIC and must take into consideration the following priorities:
 - (i) maximising the availability of leave slots during school and public holidays; and
 - (ii) maximising the total number of leave slots available.
- (b) Notwithstanding the above priorities, Virgin Australia will ensure that the number of leave slots available in each week is equivalent to no less than 10% of the Resource Group, other than in accordance with 50.3(c).
- (c) The minimum annual leave slots available each week of the annual leave ballot under 50.3(b) may be reduced to 7.5% from the commencement of an Annual Leave Multi-Ballot System in accordance with Appendix 5.

50.4. Ad Hoc Leave

Any annual leave slots not allocated in the annual leave ballot, and any additional capacity to offer leave as a result of changes in the resource plan, will be made available as Ad Hoc Leave.

50.5. Compulsory Leave

- (a) Virgin Australia may direct Pilots to take annual leave (**Compulsory Leave**) provided that, after taking such annual leave, a Pilot has a balance of no less than their annual entitlement.
- (b) The process for directing Pilots onto Compulsory Leave will be as follows:
 - (i) Virgin Australia will notify the Pilot in writing at least two (2) weeks prior to assigning any Compulsory Leave that the Pilot is eligible to be Assigned Compulsory Leave.
 - (ii) Prior to Virgin Australia directing a Pilot to take Compulsory Leave it must take into account the Pilot's personal circumstances including any Awarded or pending Ad Hoc Leave. It is the responsibility of the Pilot to raise any personal circumstances with Virgin Australia as to why they should not be Assigned Compulsory Leave.
 - (iii) Any direction to take Compulsory Leave will then require a minimum of six (6) weeks' notice and only after all ad hoc bids have been Awarded over the period the Compulsory Leave is being Assigned.
 - (iv) Notwithstanding the above, Virgin Australia may direct a Pilot onto Compulsory Leave as part of the annual leave ballot as outlined in Appendix 4 – Single Ballot Annual Leave Bidding System or Appendix 5 – Multi-Ballot Annual Leave Bidding System, whichever is operative.
- (c) Compulsory Leave cannot be surrendered. However, a Pilot may swap Compulsory Leave for an equivalent period of leave held by another Pilot of the same Resource Group, or for an equivalent period of available Ad Hoc Leave that is earlier than the period of Compulsory Leave.

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- 50.6. Where a Pilot changes Resource Group the Pilot may be required to forfeit any approved leave where the leave slots are not available as Ad-Hoc Leave in the new Resource Group. This includes any approved leave that falls during periods of training and consolidation associated with a change in Resource Group. For the purposes of this clause, "Consolidation" will be regarded as the first 100 hours Flight Time post successful check to line.
- 50.7. Forfeited annual leave slots as a result of clause 50.6 will be returned to the vacated Resource Group. If the leave forfeited is balloted leave a Pilot will be re-credited their points or priority for Peak weeks if applicable in the annual leave ballot.
- 50.8. If a Pilot is ill for any period during annual leave, Virgin Australia will count that period of illness as personal leave provided:
- (a) the Pilot informs Virgin Australia of the illness as soon as practicable;
 - (b) the Pilot has enough credited personal leave; and
 - (c) supporting medical documentation is provided.
- 50.9. Pilots must generally not be asked to perform work during periods of annual leave. In any event, Pilots cannot be required to perform work during a period of annual leave unless they agree.
- 50.10. Where a Pilot agrees to perform work on an Annual Leave Day, they will be paid in accordance with clause 38 for each day worked. They will also not be debited any annual leave for the day/s worked.
- 50.11. Virgin Australia and a Pilot may agree to cash out annual leave. Pilots cannot however be required to cash out annual leave if they do not want to. Cashing out must be done in a way that is consistent with the Fair Work Act.
- 50.12. Accrued annual leave is paid out on termination of employment.
- 50.13. Pilots will not be Rostered to sign off for Duty later than 1800 hours local on the day prior to commencing any balloted annual leave.
- 50.14. Other than for single Annual Leave Day, Pilots returning from annual leave will not be Rostered to commence Duty any earlier than 0600 local on the first day immediately following the period of annual leave.
- 50.15. Pilots who reach their annual flight limit in clause 26 of Appendix 1 – Work Rules will not be required to take annual leave, and in such circumstances, Pilots will be paid their Annual Base Salary (plus additional allowances for Check Captains and Training Pilots where applicable) for the period that they are unable to fly.
- 50.16. Pilots may access two (2) weeks of their annual leave for their wedding/ commitment ceremony provided four (4) months' written notice is given. Approval of this leave will be subject to black-out periods that will be published with the annual leave ballot results.

51. PERSONAL/ CARER'S LEAVE

- 51.1. Full-time Pilots are entitled to 15 days paid personal/ carer's leave each year.
- 51.2. Part-time Pilots (including those employed on part-time flexible work arrangements) will receive a personal leave entitlement as per Appendix 2 – Part-time Arrangements.

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- 51.3. Personal leave accumulates from year to year.
- 51.4. Pilots can use their personal/ carer's leave entitlement if they are unable to attend work because of illness or injury or because a member of their immediate family or household is ill or injured and requires care or an unexpected emergency happens. Personal/ carer's leave can be requested in advance for the purposes of undergoing medical procedures and attending medical appointments.
- 51.5. Pilots are required to notify Virgin Australia as soon as practicable in advance of their need to take personal leave to enable Virgin Australia to make alternative arrangements to cover the Pilot's roster.
- 51.6. Pilots are required to produce a medical certificate for personal/ carer's leave:
- (a) of two (2) or more days in a row; and/or
 - (b) for a future single day where the Pilot has had seven (7) or more single day absences without appropriate supporting documentation within a 12 month period. Virgin Australia will notify a Pilot who has had six (6) single day absences of the requirement to provide a medical certificate for further single day absences.
- 51.7. If a Pilot becomes ill or injured whilst performing work away from Home Base, Virgin Australia will do what it reasonably can to provide treatment for the Pilot and return them to Home Base as soon as possible.
- 51.8. Pilots will not be debited more than 69 hours of personal/ carer's leave entitlements in a 28 day Roster Period.
- 51.9. Annual leave can be used in lieu of sick leave where a Pilot's personal/ carer's leave balance is zero or in the negative. If a Pilot chooses not to use their annual leave or their annual leave balance is zero or in the negative, the Pilot's Annual Base Salary may be reduced by 1/365th for each day of personal/ carer's leave taken.
- 51.10. Accrued personal/ carer's leave is not paid out on termination of employment.

52. UPPER RESPIRATORY TRACT INFECTION LEAVE

- 52.1. Full-time Pilots are entitled to six (6) days paid URTI leave each year if they have an upper respiratory tract infection.
- 52.2. Part-time Pilots will receive a pro-rata entitlement.
- 52.3. URTI leave is in addition to personal/ carer's leave entitlement.
- 52.4. Pilots are to notify Virgin Australia as soon as practicable in advance of their need to take URTI leave to enable Virgin Australia to make alternative arrangements to cover the Pilot's roster.
- 52.5. Pilots are required to produce a medical certificate for URTI leave for periods of leave in excess of two (2) days in a row.
- 52.6. If a Pilot suffers an URTI whilst performing work away from Home Base, Virgin Australia will do what it reasonably can to provide treatment for the Pilot and return them to Home Base as soon as possible.

52.7. URTI leave does not accumulate from year to year and is not paid out on termination of employment.

53. LONG SERVICE LEAVE

53.1. Pilots are entitled to long service leave in accordance with relevant State legislation or Company policy, whichever is more favourable.

53.2. Pilots can apply to take long service leave at half the rate of pay for twice as long. Approval is subject to operational requirements and Company policy, and is at the discretion of Virgin Australia. These approval requirements must also be applied in a way that is consistent with applicable law.

54. UNPAID CARER'S LEAVE AND PAID COMPASSIONATE LEAVE

Pilots are entitled to unpaid carer's leave and paid compassionate leave in accordance with the Fair Work Act or Company policy, whichever is more favourable.

55. PARENTAL LEAVE

55.1. Subject to clause 55.2, Pilots with at least 12 months' continuous service with the Virgin Australia Group are entitled to 12 months' unpaid parental leave if the leave is associated with:

- (a) the birth of a child of the Pilot or the Pilot's spouse or de facto partner; or the placement of a child with the Pilot for adoption; and
- (b) the Pilot has or will have responsibility for the care of the child.

55.2. Pilots are eligible for the following Company funded paid parental leave as follows:

- (a) Twelve (12) weeks paid parental leave in relation to the birth or adoption of the Pilot's child or the child of the Pilot's partner where the Pilot is to be the Primary Caregiver of the child.
- (b) Four (4) weeks paid parental leave in relation to the birth or adoption of the Pilot's child or the child of the Pilot's partner for Pilots who will not be the Primary Caregiver of the child.
- (c) For the purposes of receiving Company funded paid parental leave:
 - (i) this leave must be taken within the first 12 months after the child/children's birth; and
 - (ii) only one parent can be the Primary Caregiver of the child at any time; and
 - (iii) paid parental leave is offset against the entitlement to unpaid parental leave in accordance with the Fair Work Act.
- (d) Parental leave will be paid at the Pilot's annual base salary and credited in accordance with clause 36.3 Table 10: Credits.

55.3. All other entitlements and obligations in relation to parental leave are in accordance with the Fair Work Act and Company policy, and this entitlement must be read in conjunction with those requirements.

56. EXTENDED PAID LEAVE

- 56.1. Where a Pilot has exhausted all their leave entitlements, the following factors will be taken into account by Virgin Australia when considering whether to provide additional paid leave to a Pilot:
- (a) expert medical or other health advice as to the likelihood of the Pilot being able to return to full, normal Flying Duties, including likely duration of the extended absence; and
 - (b) existing personal circumstances, including details of access to any loss of licence or income protection policy or other assistance (e.g. government assistance) that may be available.
- 56.2. Each case will be considered on its merits. Where Virgin Australia decides that extended paid leave will not be made available, Virgin Australia will meet with the Pilot and explain why it was not granted. The Pilot is entitled to have a representative attend that meeting.

57. SPECIAL CIRCUMSTANCES LEAVE

- 57.1. Virgin Australia recognises that there will be times when a Pilot may experience exceptional life circumstances that are beyond their control.
- 57.2. Special Circumstances Leave may be made available for a Pilot to take time away from the workplace to assist in coping with an unexpected challenge which has occurred in their life.
- 57.3. In these circumstances, Special Circumstances Leave, which may be either paid or unpaid, may be granted at the discretion of the General Manager.
- 57.4. If you are approved for paid Special Circumstances Leave, this leave will be paid at the Pilot's Annual Base Salary.

58. LEAVE WITHOUT PAY

- 58.1. Pilots can apply for leave without pay (**LWOP**). Approval of LWOP is at Virgin Australia's discretion in accordance with the relevant Company policy.
- 58.2. Prior to LWOP being taken, Virgin Australia may require a Pilot to exhaust all applicable accrued paid leave entitlements, except in the case of LWOP that is taken for compassionate reasons. Any personal/ carer's or long service leave accrued at the time of taking LWOP will be recognised upon return to the Pilot's previous position (or another position, as agreed).
- 58.3. A Pilot returning from approved LWOP will be returned to their previous position or, should that position (i.e. fleet, rank and base) no longer exist, then they will be returned to a position they could successfully be Awarded having regard to the GDOJ List and the Pilot's most recent bid preference.
- 58.4. Pilots on LWOP can submit a bid in any bid import that closes within six (6) months of their return date but can only be Awarded an advertised position which commences training after they have returned.
- 58.5. Any period of LWOP will not count as service for accruing any entitlements under this Agreement.
- 58.6. Pilots on approved LWOP will retain their existing position on the GDOJ List.

59. AUSTRALIAN DEFENCE FORCE RESERVE LEAVE AND COMMUNITY SERVICE LEAVE

- 59.1. If a Pilot is required for Australian Defence Force reserve service and/or training or Community Service Leave during the Pilot's normal Duty time, leave will be granted in accordance with the Virgin Australia's Leave Policy, as amended from time to time.
- 59.2. At least one (1) DDO will be Rostered immediately following any period of Defence Force Leave or Community Service Leave.
- 59.3. A single DDO may be Rostered following Defence Force Leave or Community Service Leave irrespective of whether the Pilot has bid to allow single DDOs or not.

60. JURY SERVICE

60.1. Notification of Jury Service prior to PBS Bid Close

- (a) A Pilot should notify Virgin Australia immediately following the receipt of initial notification of a Jury Service obligation. This notification should include any proposed dates a Pilot may be required to attend Jury Service and, where requested, a copy of the Jury Service notice.
- (b) Where a Pilot advises Virgin Australia prior to PBS Bid Close of a period of Jury Service, this period will be considered "approved leave" for the purpose of determining the pro-ration of DDOs available to be Rostered as per clause 17.8 Table 1: DDO Pro-Ration or the tables in clauses 20.2 and 20.3 of Appendix 2 – Part-Time Arrangements as applicable, and attract Credits in accordance with clause 36.3 Table 10: Credits.
- (c) Each day of Jury Service (including weekends and DDOs) will be annotated as 'Jury' Service on a Pilot's roster.
- (d) When a Pilot returns to work following a period of Jury Service on a date that is either earlier or later than the planned period of Jury Service, the pro-rated DDO will be recalculated in accordance with clause 17.8 Table 1: DDO Pro-Ration or the tables in clauses 20.2 and 20.3 of Appendix 2 – Part-Time Arrangements as applicable, based on the actual number of days taken for Jury Service in the Roster Period.
- (e) Pilots will be paid for Jury Service in accordance with relevant State legislation or this Agreement, whichever is more favourable for the Pilot.

60.2. Notification of Jury Service following PBS Bid Close

- (a) Where a Pilot is required to undertake Jury Service following PBS Bid Close, each day of Jury Service (including weekends and DDOs) will be annotated as Jury Service on their roster.
- (b) Following the period of Jury Service, DDOs will be recalculated and pro-rated in accordance with clause 17.8 Table 1: DDO Pro-Ration or the tables in clauses 20.2 and 20.3 of Appendix 2 – Part-Time Arrangements as applicable (based on the actual number of days taken for Jury Service).
- (c) Each day of Jury Service taken will attract Credits in accordance with clause 36.3 Table 10: Credits.

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- (d) Pilots are entitled to payment for Jury Service in accordance with relevant State legislation or this Agreement, whichever is more favourable.

60.3. The Work Rules in Appendix 1 do not apply to Jury Service.

60.4. A Pilot summonsed for jury duty may access Jury Service for the period of the summons. This will not count as Duty.

60.5. Where a Pilot is released from Jury Service indefinitely, they must advise Virgin Australia Crew Tracking who will Assign Duty/Duties following an agreed period of rest.

60.6. Where the Pilot has participated in tasks or functions relating to the Jury Service for more than four (4) consecutive days, they must have two (2) Days Free of Duty prior to commencing any other Duties described in this Agreement.

60.7. For the purposes of this clause 60, PBS Bid Close means the latest date at which a Pilot can submit a Roster Bid.

61. DOMESTIC AND FAMILY VIOLENCE LEAVE

61.1. Pilots may access up to ten (10) days of paid domestic and family violence leave in a 12-month period. The leave is available in full at the start of each 12-month period of the Pilot's employment. The leave does not accumulate from year to year. For the avoidance of doubt, the leave is also available to part-time Pilots.

61.2. The leave will be paid at the full rate of pay as if the Pilot had not taken the leave.

61.3. Domestic and family violence is defined as any violent, threatening or other abusive behaviour by a close relative of a person, a member of a person's household, or a current or former intimate partner of a person that seeks to coerce or control the person and causes the person harm or to be fearful.

61.4. For the purposes of this clause, a 'close person' of a Pilot includes a member of the Pilot's immediate family, or a person related to the Pilot according to Aboriginal and Torres Strait Islander kinship rules.

61.5. A Pilot may take the leave if they are experiencing domestic and family violence, and they need to do something to deal with the impact of the domestic and family violence, and it is impracticable for them to do that thing outside of their working hours. Examples include attending medical appointments, court hearings or appointments with financial professionals, arranging for the safety of the Pilot or a close relative (including relocation), accessing police services and attending counselling.

61.6. The leave may be taken as a single continuous ten (10) day period, or separate periods of one or more days each, or any separate periods to which the Pilot and Virgin Australia agree, including periods of less than one day. The Pilot and Virgin Australia may also agree that the Pilot can access other paid or unpaid leave in addition to the leave in this clause to deal with the impact of domestic and family violence. The Pilot must notify Virgin Australia of the leave and the period or expected period of the leave as soon as possible. The notification can be given to the Pilot's immediate Manager, a more senior Manager, or a People Team representative.

61.7. If required by Virgin Australia, the Pilot must provide Virgin Australia with evidence that the leave is required for the purposes of clause 61.5. Examples of suitable evidence include a document issued by the Police Service, a Court, a Doctor, District Nurse, Maternal Health Nurse, family violence support service, or a Lawyer.

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- 61.8. Virgin Australia must take steps to ensure that any notice given under clause 61.6 or evidence given under clause 61.7 is treated confidentially, so far as is reasonably practicable. Virgin Australia must not, other than with the consent of the Pilot, use such information for any purpose other than to satisfy itself in relation to the entitlement for leave under this clause, unless required by law or to protect the life, health and safety of a person.
- 61.9. Virgin Australia will make every effort where practicable to accommodate:
- (a) any temporary changes to a Pilot's span of hours, pattern of hours, or rosters;
 - (b) change to telephone number or email address to avoid harassing contact; and
 - (c) any other appropriate measure including those available under existing provisions for family friendly or flexible work arrangements.

62. CONTINUITY OF SERVICE AND LEAVE ACCRUALS

If a Pilot transfers their employment from another company in the Virgin Australia Group, Virgin Australia will recognise their position on the GDOJ List and leave accruals with that other Virgin Australia Group company for continuity of service purposes at Virgin Australia.

63. NATIONAL EMPLOYMENT STANDARDS

The NES apply to Pilots' employment and nothing in this Agreement excludes the NES, in whole or in part. Pilots are "shiftworkers" for the purposes of the NES.

PART 7 – REGULATORY MATTERS

64. Aviation Security Identity Card

- 64.1. Pilots must maintain an Aviation Security Identity Card (**ASIC**). Pilots accept that their employment may be jeopardised if they cannot maintain an ASIC as a consequence of their own conduct.
- 64.2. Virgin Australia will facilitate, administer and pay for a Pilot's ASIC issue and renewal.

65. PASSPORTS AND VISAS

- 65.1. Pilots must maintain a current passport and relevant visas so as to allow them to gain entry into each port into which Virgin Australia flies. Pilots accept that their employment may be jeopardised if they are unable to maintain these documents as a consequence of their own conduct.
- 65.2. Virgin Australia will reimburse the costs associated with the maintenance of relevant passports and visas following the provision of relevant supporting documentation (including receipts). This only includes costs associated with a priority processing service for passports in exceptional circumstances. For exceptional circumstances to apply, the Pilot must obtain approval from their manager prior to submitting the application for renewal.

PART 8 – HEALTH AND SAFETY

66. SAFETY AT WORK

66.1. Virgin Australia will comply with all relevant legislative obligations and will actively and systematically manage safety related risks associated with the operations and promote the development of a positive safety culture. This will be achieved through the following safety principles:

- (a) management commitment to the establishment and maintenance of safe workplaces and practices.
- (b) actively supporting a System of Safety designed around processes, procedures, accountabilities and authorities and not designed around individuals and organisational hierarchies.
- (c) ensuring all people supporting Virgin Australia are provided with the necessary knowledge and skills to perform their role.
- (d) embracing a culture in which management and employees have a shared responsibility, where personal behaviour is fundamental to the achievement of safety outcomes.
- (e) Just Culture is an organisational value that encourages mutual trust and open reporting by adopting a fair and consistent approach to the management of events.
- (f) safety information is openly communicated.
- (g) through education, Virgin Australia will enable its people to have a common understanding of safety and nature of risk.
- (h) enlisting the support of all staff to develop solutions that eliminate unsafe conditions and practices.
- (i) goals, targets and strategies will be established to improve safety outcomes.

66.2. Virgin Australia will ensure that Pilots' work environment is kept in a clean and sanitary condition by implementing the required processes to ensure Virgin Australia flight decks are cleaned regularly.

67. VACCINATIONS

Virgin Australia will pay for all vaccinations that are required or recommended by the Virgin Australia Group Medical Officer to enter the countries into which Virgin Australia operate. The list of recommended vaccinations will be published on the intranet and reviewed not less than annually.

PART 9 – INVESTIGATIONS AND PERFORMANCE

68. DISCIPLINARY INVESTIGATIONS

68.1. Where a Pilot is alleged to be involved in an incident, they may be suspended on full pay pending investigation of the incident.

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- 68.2. The conduct of an investigation will involve an initial fact-finding exercise. Depending on the circumstances, this may or may not be followed by the making of allegations against a Pilot and a disciplinary process.
- 68.3. A Pilot may agree to attend a meeting on a DDO, Blank Day, Offline Day or Annual Leave Day, however they cannot be required to attend on this day. Where a Pilot agrees to attend a meeting on a DDO, Blank Day, Offline Day or Annual Leave Day, they will not be entitled to a working on a DDO, Blank Day, Offline Day or Annual Leave Day payment under clause 38 or clause 25 of Appendix 2 – Part-Time Arrangements as applicable for doing so, although the Pilot will be eligible for allowances as per clause 46 (where applicable).
- 68.4. Where a Pilot is subsequently cleared of all allegations, they will receive pay in accordance with their original roster. They will not, however, receive ODTA, IDTA or Cancelled Accommodation Allowance.
- 68.5. At all stages in the process, the investigator and any relevant decision maker must adhere to the key principles of procedural fairness set out below:
- (a) At any stage in the process, a Pilot can require that they be given three (3) business days' notice of any meeting (i.e. notice given to a Pilot at 4pm on Monday can be followed by a meeting at 4pm on Thursday) to give them an opportunity to arrange representation, take advice and otherwise prepare;
 - (b) All allegations (including, where applicable, a de-identified complaint) must be provided to the Pilot in writing at the earliest possible time but not less than three (3) business days before any meeting with Virgin Australia to discuss those allegations (i.e. allegations provided to a Pilot at 4pm on Monday can be followed by a meeting to discuss those allegations at 4pm on Thursday);
 - (c) The Pilot is entitled to know the substance of any allegations of complaint made against them;
 - (d) The Pilot must be provided with an adequate opportunity to respond to any allegations put to them;
 - (e) Virgin Australia must consider the Pilot's response;
 - (f) All parties must act in a reasonable and timely manner to facilitate the conduct of the investigation and the making of findings; and
 - (g) All parties to the decision must be heard and all relevant arguments considered before a decision is made.
- 68.6. Virgin Australia will not interview a Pilot in relation to any disciplinary matter before putting the allegations to a Pilot in writing. In all cases, Virgin Australia will give a Pilot it wishes to interview a minimum of three (3) business days' notice of any meeting. A Pilot may agree to a shorter notice period to enable expeditious resolution of a matter.
- 68.7. Any requests for an extension of the three (3) business days' notice requirement will not be unreasonably refused.
- 68.8. Disciplinary investigations should be conducted as confidentially and promptly as is practicable and having regard to the general principles of procedural fairness.

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- 68.9. If a disciplinary matter involves a dispute between a Pilot and another employee, Virgin Australia will give the parties an opportunity to meet and discuss the allegations that have been made and attempt to resolve the dispute by mediation or conciliation.
- 68.10. If a Pilot is aggrieved by the investigation process, decision or outcome, they may appeal against the decision or outcome in accordance with the Disputes Settlement Process on any of the following 'non-exhaustive' grounds:
- (a) procedural fairness was not adhered to;
 - (b) there were matters that were taken into account which should not have been;
 - (c) there were matters that were not taken into account which should have been (including relevant mitigating circumstances); and/or
 - (d) there were material findings or conclusions made that could not be objectively supported based on the information that was properly available to the decision maker.
- 68.11. The Pilot must advise Virgin Australia in writing of their intention to appeal against the decision within 21 days of the decision being made.
- 68.12. Virgin Australia will review the written appeal and other relevant documentation and information. It is preferable that the person who was involved in dealing with the matter which is subject to appeal not be involved in determining the appeal.
- 68.13. Appeals will be determined by Virgin Australia, wherever possible, within 21 days of receipt of a written appeal. Pilots must be notified of the outcome of their appeal in writing, including reasons for the decision.
- 68.14. Pilots may elect to progress a dispute concerning a disciplinary matter via the Disputes Settlement Process in addition to or in substitution for an appeal as outlined above.
- 68.15. The Pilot may choose to have any person (including a Union official) represent them during an investigation/ appeal process. Virgin Australia must recognise the representative for all purposes involved with the investigation/ appeal.

69. DEMOTION

- 69.1. Where a Captain has engaged in an act of serious misconduct, Virgin Australia may demote the Captain to a First Officer (with an equivalent reduction in pay) as an alternative to termination of employment.
- 69.2. Demotion will be for a fixed period dependent on the severity of the matter. The duration of the demotion will be communicated to the Pilot at the outcome stage.
- 69.3. Prior to being returned to a Command position the Pilot will be required to complete appropriate upgrade training and successfully check to line.
- 69.4. Where a First Officer has engaged in an act of serious misconduct, Virgin Australia may apply a rank and/or fleet freeze as an alternative to termination of employment. Virgin Australia must advise the affected Pilot in writing of the length of the freeze period.
- 69.5. A Pilot will be provided an opportunity to respond to any adverse finding before a final decision is made with respect to the demotion or bidding freeze.

70. DISCIPLINARY AND TRAINING RECORDS

- 70.1. Pilots can view and access any disciplinary or training records and make copies or notes of the contents. A copy of any disciplinary record or adverse training finding must be provided to the Pilot at the time of issue.
- 70.2. Pilots have the right to seek answers regarding disciplinary or training records if they require further information about this documentation. If a Pilot believes that the documents have not been brought to their notice, the Pilot has the right to seek review.
- 70.3. For the purposes of this clause, a disciplinary record means any record that Virgin Australia seeks to rely on in respect of any performance or disciplinary matter.

71. SAFETY INVESTIGATIONS

- 71.1. A Pilot may be removed from Duty on full pay to assist with a safety investigation. Where this occurs, a Pilot will be SOC-FOM and receive Credits in accordance with clause 36.3 Table 10 – Credits.
- 71.2. A Pilot may agree to attend a meeting on a DDO, Blank Day, Offline Day or Annual Leave Day, however they cannot be required to attend on this day.
- 71.3. Where a Pilot agrees to attend a meeting or participate in training associated with a safety investigation they will not be entitled to a working on a DDO, Blank Day, Offline Day or Annual Leave Day payment under clause 38 or clause 25 of Appendix 2 – Part-Time Arrangements as applicable for doing so, although the Pilot will be eligible for allowances as per clauses 31, 46 and 47 (where applicable).
- 71.4. The Pilot may elect to have a support person of their choosing attend any meetings associated with a safety investigation.
- 71.5. Virgin Australia will, at the request of a Pilot, brief and involve the nominated safety representative of the Pilot's respective representative association about any safety investigation involving that Pilot.
- 71.6. Virgin Australia will ensure that the representative is kept updated on developments of the investigation and is briefed on the outcome, safety recommendations and changes to procedures implemented as a result of the safety incident.

72. SUBJECT TO OPERATIONAL CLEARANCE (SOC)

- 72.1. Where at Roster Publish, a Pilot is Rostered SOC for the entire Roster Period, they will be Rostered the minimum DDO (Rostered as SOC-DD), as applicable, in accordance with this Agreement. The remaining days will be Rostered as SOC.
- 72.2. If a Pilot is subsequently removed from SOC following Roster Publish and part way through the Roster Period, the SOC days will be reassigned with Duties as required by Virgin Australia and the SOC-DDs will be reassigned with DDO.
- 72.3. Where a Pilot is made SOC part way through a Roster Period, the Pilot's DDOs will be converted to SOC-DD. A Pilot cannot be required to undertake any Duties on a SOC-DD other than by agreement.

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- 72.4. Where a Pilot agrees to perform work on a SOC-DD, they will not be entitled to a payment for working on a DDO, Blank Day or Annual Leave Day payment under clause 38 for doing so, although the Pilot will be entitled to the Credits associated with that Work.
- 72.5. Where a Pilot is returning from SOC and requires retraining to return to line, training duties can be planned (including on Days Free of Duty) where necessary for operational reasons, in consultation with the Pilot and with a minimum of 48 hours' notice. Despite this clause, Virgin Australia will not plan training duties on SOC-DD if these are fixed days off under clause 12 – Flexi-Line unless the Pilot otherwise agrees.

PART 10 – CAREER PROGRESSION AND JOB SECURITY

73. JOB SECURITY AND JOB OPPORTUNITIES

- 73.1. Virgin Australia will maximise job security and opportunities for Pilots.
- 73.2. In doing so, Virgin Australia will not outsource its Pilot labour and/or Australian based flying to any other company or entity within Australia or overseas and will maximise the circumstances in which Australian based flying is performed by Australian based Pilots covered by this Agreement.
- 73.3. In making these commitments, the Parties recognise that they are not intended to interfere with the employment arrangements applicable to all Pilots listed on the GDOJ List or employed by a Virgin Australia Group entity at the time of this Agreement. Nor do they prevent Virgin Australia from entering into alliance or partnership style arrangements with other airlines (on an ongoing basis) or engaging other airlines (inside or outside the Group) to supplement capacity for a finite period.
- 73.4. In making these commitments, the Parties also recognise that any growth of the VARA operations are not intended to be at the expense of the current or future Australian based flying performed by Pilots covered by this Agreement.
- 73.5. Virgin Australia will consult in respect of the application of the above commitments via the AIC.
- 73.6. For the purposes of this clause, the phrase “Australian based flying” means all flying covered by this Agreement within Australia and to/from Australia other than Trans-Tasman flying.

74. GDOJ LIST

- 74.1. Virgin Australia will publish a GDOJ List consistent with the rules set out in Appendix 3 – Group Date of Joining List.
- 74.2. The GDOJ List will detail the following information:
- (a) A Pilot's position on the List;
 - (b) Name;
 - (c) Staff number;
 - (d) Base;
 - (e) Fleet;

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- (f) Rank; and
 - (g) End date for any freeze.

74.3. The GDOJ List will be available on the intranet and updated by Virgin Australia at least every quarter.

74.4. Any concerns or disputes about the GDOJ List are to be dealt with in accordance with the Disputes Settlement Process.

75. CAREER PROGRESSION AND TRANSFER OPPORTUNITIES

75.1. Virgin Australia recognises that Pilots who join the Virgin Australia Group do so with an expectation of enjoying a career path within the Group, and in most cases, based on a commitment for the duration of their career.

75.2. Further, Virgin Australia recognises that Pilots' desired career path will generally involve aspirations including, but not limited to, advancement through the Pilot ranks, experience and advancement on one or more aircraft types and opportunity to work from one or more geographic locations.

75.3. Virgin Australia supports career growth for Pilots and is committed to providing the above opportunities to all Pilots as closely aligned with individual preference as practicable.

75.4. Virgin Australia will provide Pilots access to positions in VARA (subject to the terms of the enterprise agreement covering VARA Pilots) or any other Group Operations added after the commencement of this Agreement (subject to meeting any eligibility requirements) in accordance with the process set out in this clause and consistent with clause 76.

75.5. Virgin Australia will consult with Pilots and their representatives about the above opportunities available to the Pilot group, to maximise such opportunities and address any related issues (including any issues associated with a Group career progression system). Virgin Australia will consult with Pilots and their representatives about these matters via the AIC.

75.6. Consistent with the above, Virgin Australia seeks to encourage long term careers across the Virgin Australia Group. To this end, Virgin Australia will:

- (a) encourage Pilots to participate in their own career progression process by making applications for vacancies they are suited for (this does not preclude a Pilot who is not endorsed on a type from applying for a position on such type);
- (b) publish flight crew resourcing requirements (see clause 76.2);
- (c) not engage Pilots from outside the Virgin Australia Group until the pool of suitable internal applicants has been exhausted;
- (d) communicate up front the selection criteria to be used;
- (e) ensure that the selection process is transparent;
- (f) communicate the names of Pilots who have been successful in bids for transfers, command upgrades and base changes; and
- (g) provide feedback to Pilots when requested and provide mechanisms for review of decisions via the Disputes Settlement Process in this Agreement.

75.7. In return, there is an expectation that Pilots will:

- (a) take steps to ensure their own readiness for opportunities including where appropriate to seek out or participate in remedial or developmental training;
- (b) apply appropriately and participate in the selection process;
- (c) meet any freeze requirements related to career moves (see clause 85);
- (d) seek feedback on the outcome of recruitment or promotion decisions; and
- (e) utilise the Disputes Settlement Process in Part 11 of this Agreement to request review of a recruitment or promotion decision.

75.8. To avoid doubt, Virgin Australia will not engage or employ any direct entry Captains unless there is a need for specific expertise and none of the Group Pilots have that expertise.

76. CAREER PROGRESSION PROCESS

76.1. The Parties recognise that once Pilots have gone through the career progression process set out below and been assessed as suitable, relative position on the GDOJ List is the final and deciding factor in accordance with Appendix 3 – Group Date of Joining List.

76.2. The process that Virgin Australia will follow to offer career progression opportunities to Pilots is set out below:

Step 1 – Resource Plan Update

- (a) At least twice a year, the resource plan will be updated and the projected flight crew resourcing requirements (specific numbers may not be included) over the following 12 months will be published to Pilots (Resource Plan Update).
- (b) Additional Resource Plan Updates will be published whenever a planned change to the operating schedule would have a significant impact on crew members in any Pilot Resource Group.

Step 2 – Bid Import

- (c) A bid import will be conducted 14 days after the Resource Plan Update to seek Pilots for the positions identified in the Resource Plan Update.
- (d) Bid imports will then be conducted every Roster Period to ensure that a Pilot's most current bid is considered when sourcing Pilots for any position.
- (e) Additional positions arising from resignations, retirements or for any other reason can be filled at any time using the most recent bid import to identify Pilots for these positions.
- (f) The dates and times of the Roster Period bid imports carried out in accordance with clause 76.2(d) above will be advised to the Pilot group at least 14 days prior to the bid import.
- (g) No later than 21 days following each bid import all Awarded positions will be published to the Pilot group. No further positions will be Awarded until the next bid import has been conducted.

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- (h) Pilots who have been Awarded a position will continue to participate in the bid process and a Pilot's Awarded position bid may be improved (i.e. a higher bid preference Awarded) up to six (6) weeks from the commencement date of any training associated with the Awarded position. Positions are deemed to have been Awarded as of the date of the bid import from which the Pilots were selected.
 - (i) If a Pilot refuses to accept an Awarded position, they will be subject to an 18-month administrative freeze which prevents them from participating in the Bid Import process. The administrative freeze may be waived at the discretion of Virgin Australia in exceptional circumstances.
 - (j) The terms and conditions that apply to all bids will be stated on the bid form.

Step 3 – Conduct an Initial Assessment

- (k) Only those Pilots who bid for a position will be considered and assessed against the selection criteria for the position being sought. To be considered eligible for a position a Pilot must meet the selection criteria for that position as detailed in the relevant Virgin Australia manual.
- (l) A Pilot who is subject to a type, administrative or position freeze will be considered eligible for the vacancy if the freeze period will be completed before the Pilot commences the training course for the new position.
- (m) Virgin Australia will create a short list of Pilots who meet the selection criteria and who have the highest position on the GDOJ List, in accordance with Appendix 3 – Group Date of Joining List.

Step 4 – Conduct Further Assessment

- (n) Virgin Australia will then conduct a further assessment of those Pilots who are on the short list. This assessment will include an evaluation of each Pilot's performance in the areas of line operations and flight standards.
- (o) The Line Operations evaluation is carried out by the Pilot's direct line Manager. The Standards evaluation will be provided by the Pilot's Fleet Standards Manager.
- (p) The Flight Operations Selection and Promotion Committee will then meet to consider the Line Operations and Standards assessment of each eligible Pilot.
- (q) Virgin Australia may also conduct interviews of those Pilots who have been considered during the initial assessment as part of the further assessment process. Pilots will be assessed as either suitable or not suitable. This assessment will be documented. Pilots will not be ranked in order of suitability.

Step 5 – Decision and Written Notification

- (r) The Pilot/s who is/are assessed as suitable will be Awarded the position and commence training in order of position on the GDOJ List in accordance with Appendix 3 – Group Date of Joining List, unless otherwise agreed with the individual Pilot.
- (s) Where Virgin Australia is unable to train in order of GDOJ seniority due to resource constraints on other fleets where Pilots are transferring from, the AIC will be consulted about this issue. Additionally, any affected Pilots will be deemed to have commenced training in their new position at the time a Pilot who is less senior on the GDOJ or a Pilot

employed from outside the Group commences training, for the purpose of recognising service to progress to the next pay level. For the sake of clarity, Pilots who are subject to a freeze at the time a Pilot less senior on the GDOJ or from outside the Group commences training will not be considered affected Pilots.

- (t) Candidates deemed unsuitable for command/ promotion opportunities will, on request, be advised in writing why they were assessed as unsuitable for the position. Unsuitable Pilots are entitled to be provided with reasons why they were unsuitable in the recruitment process and information about what they need to address to improve their prospects of being suitable in the future. Unsuitable Pilots are also entitled to be provided with reasonable support and training to assist them address any deficiencies identified during the recruitment process.

Step 6 – Publishing Results

- (u) Awarded positions will be announced once positions have been filled. This may mean that results are published separately for different Resource Groups to allow for the backfilling of any consequential vacancies.

- 76.3. Any Pilot aggrieved by the above process (or decision) can request a meeting with relevant management to discuss their concerns. If the meeting fails to resolve the Pilot's concerns, they can progress that matter via the Disputes Settlement Process in Part 11 of this Agreement. Any election to progress those concerns must be made within 21 days of the meeting.
- 76.4. To avoid doubt, Pilots covered by this Agreement cannot be displaced by other Pilots in the Group because of relative position on the GDOJ List (e.g. a Pilot covered by this Agreement cannot be required to give up their existing position or base in the Australian Narrow Body operations for a Pilot in the VARA operation because of relative position on the GDOJ List).
- 76.5. While Check and Training appointments are not covered by the above process, all new Check and Training appointments will be advertised internally. Selection criteria for these appointments will be set out in the advertisement and/or in other written material referred to in the advertisement. Any Pilot aggrieved by this process (or decision) can progress that in a manner consistent with Step 5 – Decision and Written Notification and 76.3 of this Agreement.

77. FAILURE TO MAINTAIN TRAINING STANDARD

- 77.1. Where a Pilot is unsuccessful in completing training (including recurrent training) or being cleared to line whether for their existing or a new position (other than a command upgrade), the Pilot is entitled to be provided with reasonable support and additional training to assist them address any deficiencies identified during the training process.
- 77.2. Where following reasonable additional training support the Pilot is unsuccessful in being cleared to line in their existing or new role, they will be subject to a Training Review Board. Where a Pilot returns to their previous position, they will be frozen on type for a set period determined through the Training Review Board. This period will normally be a minimum of 12 months following a check to line before the Pilot can be considered for another move to a higher rank or different aircraft type. The freeze period end date will be annotated on the GDOJ List.
- 77.3. Where a Pilot is unsuccessful in completing their command upgrade training, the Pilot is entitled to be provided with reasonable support and additional training to assist them address any deficiencies identified during the training process.
- 77.4. Where despite being provided reasonable support and additional training the Pilot is unsuccessful in being cleared to line as a Captain they will be subject to a Training Review Board.

Where the Training Review Board determination is that the command upgrade training be discontinued, the Pilot will revert to their previous rank, fleet and base unless otherwise agreed with the Pilot.

78. BASE AND TYPE TRANSFERS

- 78.1. All base or type transfers will be allocated based on a Pilots' position on the GDOJ List, in accordance with Appendix 3 – Group Date of Joining List. Base and Type transfers will be Awarded as part of the bid import process outlined in clause 76 of this Agreement.
- 78.2. Notwithstanding clause 78.1 above, where there are no additional Pilots required on the aircraft type on which a base or type transfer is available (i.e. reallocation of aircraft types to a base) the positions will be Awarded to Pilots currently on that type and in that rank.
- 78.3. The question of whether additional Pilots are required will be made by reference to the Pilot resource plan. On request by either Union, Virgin Australia will provide the relevant Union with details about the latest resource plan requirements to support appointments made.
- 78.4. Virgin Australia cannot change a Pilot's type or Home Base without their agreement.

79. SECONDMENTS

- 79.1. Pilots may be seconded to an approved airline outside the Group to advance their careers. Any such secondment requires agreement from the affected Pilot/s, Virgin Australia and the approved airline. Virgin Australia will determine the airlines that are approved for the purposes of this clause 79.
- 79.2. The period of secondment will be determined by the needs of Virgin Australia and the approved airline and such period may be extended if all parties agree. Pilots on secondment must serve out the minimum period specified in their secondment agreement before returning to their prior position at Virgin Australia (or another position, as agreed).
- 79.3. Unless otherwise agreed by the parties, Pilots must take and/or be paid any outstanding annual leave prior to commencing the secondment. Any personal/ carer's or long service leave accrued at the time will be recognised upon return to the Pilot's prior position (or another position, as agreed).
- 79.4. Approved secondments will not break continuity of service and upon return, their original position on the GDOJ List will be recognised.
- 79.5. A Pilot returning from an approved secondment will be returned to their previous position or, should that position (i.e. fleet, rank and base) no longer exist, then they will be returned to a position they could successfully be Awarded having regard to the GDOJ List and the Pilot's most recent bid preference.

PART 11 – DISPUTES SETTLEMENT PROCESS

80. PROCESS

- 80.1. If a Pilot has a concern about the application of this Agreement or the NES, they must raise that via the process set out below. The objective of the process is for matters to be resolved at the workplace.

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- 80.2. The first step is for the Pilot to raise their concern/concerns with their Base Manager. The Pilot's manager or their delegate will consider the matters the Pilot has raised and respond within seven (7) days. (If the matter relates to the Pilot's manager, the Pilot's first contact should be their manager once removed).
- 80.3. If a Pilot cannot resolve the matter with their manager, they may refer it to their manager once removed. The Pilot's manager once removed, or their delegate will consider the matters the Pilot has raised and respond within seven (7) days.
- 80.4. If a Pilot cannot resolve the matter in accordance with the above, they may refer it to their manager twice removed. The Pilot's manager twice removed, or their delegate will consider the matters the Pilot has raised and respond within seven (7) days.
- 80.5. If the matter is unable to be resolved at the workplace and all steps in this process have been taken, either party may refer it to the FWC or another agreed third party.
- 80.6. The parties may agree to refer the matter to FWC or agreed third party at any point during this process.
- 80.7. Concerns raised by the AIC or by a Union/representative (in respect of a matter involving three (3) or more Pilots) can commence at clause 80.3 above (i.e. be directed to a Pilot's manager once removed in the first instance). Anonymity of relevant Pilots can be maintained if the AIC or Union/representative can demonstrate (on reasonable grounds) that the dispute is real and properly founded.
- 80.8. The principles of procedural fairness will be adhered to by the parties during the Disputes Settlement Process.

81. ROLE OF FWC OR AGREED THIRD PARTY

- 81.1. The role of FWC or agreed third party is to attempt to settle the matters raised by way of conciliation.
- 81.2. The conciliation will be conducted in private. The Parties will participate in good faith and any discussions during the conciliation will remain confidential.
- 81.3. The Parties agree that they will consider in good faith any recommendations or opinions etc provided by FWC or agreed third party during or as a consequence of conciliation.
- 81.4. If the matter remains unresolved following conciliation, either party may refer it to FWC or agreed third party for arbitration.
- 81.5. FWC/ the agreed third party is empowered to determine the dispute in any manner it sees fit, having regard to such rules and processes as FWC/ the agreed third party thinks appropriate.
- 81.6. FWC/ the agreed third parties' determination will be final, and all parties will accept and abide by it (subject to it being overturned on appeal or stayed pending the determination of an appeal).

82. RIGHT OF REPRESENTATION

During the above process, Pilots have the right to be represented by a person or organisation of their choice. Virgin Australia must recognise the representative for all purposes involved with the resolution of the dispute.

83. COSTS

Subject to any contrary order by FWC/ the agreed third party, each party will bear their own costs in respect of the Disputes Settlement Process.

84. CONTINUATION OF WORK DURING THIS PROCESS

- 84.1. If Pilots have raised a concern via the Disputes Settlement Process, whilst it is being resolved, they must continue to work in accordance with their contract of employment unless they have a reasonable concern about an imminent risk to their health or safety.
- 84.2. Pilots must also comply with any reasonable direction given by Virgin Australia to perform other available work, either at the same workplace or at another workplace. No party will be prejudiced as to the final settlement by the continuation of work.

PART 12 – OTHER PROVISIONS

85. BOND AND ENDORSEMENT ARRANGEMENTS

- 85.1. Virgin Australia will pay for endorsement costs and Command Upgrade training for all Pilots as set out below.
- 85.2. Following an endorsement which Virgin Australia has paid for, Virgin Australia may require that a Pilot:
- (a) be frozen on the aircraft type to which they were endorsed for a minimum of 36 months from the date of successful completion of the Type Rating examination; and
 - (b) repay \$45,000 (on a reducing pro-rata basis, calculated monthly) if their employment with Virgin Australia comes to an end (other than by way of redundancy, for medical or compassionate reasons or retirement) during the 36 month period.
- 85.3. Following a Command Upgrade, Virgin Australia may require that a Pilot:
- (a) be frozen on the aircraft type for a minimum of 20 months from being checked to line as a Captain; and
 - (b) repay \$20,000 (on a reducing pro-rata basis, calculated monthly) if their employment with Virgin Australia comes to an end (other than by way of redundancy, for medical or compassionate reasons or retirement) during the 20-month period.
- 85.4. Virgin Australia will pay for the endorsement costs for all new Pilots to the Group. In return Virgin Australia may require that they:
- (a) be frozen on the aircraft type to which they were endorsed for a minimum of 36 months from the date of successful completion of the Type Rating examination; and
 - (b) repay \$45,000 (on a reducing pro-rata basis, calculated monthly) if their employment with Virgin Australia comes to an end (other than by way of redundancy, for medical or compassionate reasons or retirement) during the 36-month period.
- 85.5. To achieve clause 85.2(b), 85.3(b) and 85.4(b), Pilots agree that Virgin Australia may apply all of their final pay towards repayment of the unpaid portion of the endorsement costs and, if the

final pay is insufficient to cover this, the Pilot must enter into a repayment agreement with Virgin Australia for the shortfall.

85.6. Virgin Australia may not waive a freeze period described above, except in the following circumstances:

- (a) a type freeze can only be waived in circumstances where there are no other suitable applicants on the GDOJ List (who are not frozen) to fill the relevant vacancy;
- (b) waiver of a freeze period will only be permitted where a Pilot has completed two (2) recurrent training program simulator cycles on type, unless otherwise agreed by the AIC; and
- (c) in the event of a base closure, type freezes applicable to Pilots who are subject to the base closure will be waived for the purpose of filling positions on another fleet within the affected base.

85.7. For the avoidance of doubt, all freezes imposed under the *Virgin Australia Narrow Body Aircraft Pilots' Enterprise Agreement 2021* remain in place, regardless of whether the type rating was paid for by the Pilot (either directly or by salary sacrifice) or Virgin Australia.

85.8. For the purposes of this clause, a freeze preventing a Pilot from being able to change aircraft type does not preclude a change in rank on the same aircraft type or a variant or a change in Home Base.

86. UNIFORMS

86.1. Virgin Australia will provide Pilots with uniforms which must be worn in accordance with Virgin Australia's grooming standards.

86.2. Pilots must, at their own expense, replace any uniform items if replacement becomes necessary as a result of conditions other than theft, fair wear and tear and/or damage during the course of Duty.

86.3. Should any item of uniform be lost or stolen, it must be reported as soon as possible.

86.4. Uniforms remain the property of Virgin Australia and must be returned if a Pilot leaves employment, changes position or Virgin Australia requests that the Pilot returns it.

87. ANTI-DISCRIMINATION

87.1. The Parties respect and value diversity in the workplace.

87.2. The Parties will help to prevent and eliminate unlawful discrimination in accordance with relevant anti-discrimination legislation.

87.3. The Parties are bound by and will apply Virgin Australia policies on harassment and discrimination (*Workplace Behaviour Policy* and *Virgin Australia Code of Conduct* as available on the Virgin Australia intranet) and any relevant legislation. Pilots may be asked to assist in any investigation should an incident involving discrimination, harassment or any other form of unacceptable behaviour occur.

88. INSURANCES

88.1. Subject to this clause 88, Virgin Australia will provide the following:

- (a) travel insurance at its own cost while Pilots are travelling for work (e.g. emergency medical and dental cover, security assistance, medivac etc);
- (b) accident insurance or self-insurance at its own cost for a death benefit of not less than \$300,000 over and above any entitlement under accident compensation legislation, subject to the exclusions in the relevant policy (note: this death benefit covers loss of life as a result of an accident and may not cover all loss of life events); and
- (c) assistance with the provision of loss of licence insurance in accordance with the following:
 - (i) Pilots may elect to receive a reimbursement of up to the amounts in Table 15: Loss of Licence below (maximum reimbursement for loss of licence insurance premium and GST) per annum in lieu of the loss of licence insurance provided by Virgin Australia.

Table 15: Loss of Licence

Current	From 1 May 2025	From 1 May 2026	From 1 May 2027
\$3,004.77	\$3,187.76	\$3,283.39	\$3,381.89

- (ii) Pilots who wish to receive such a reimbursement must make a claim in accordance with clause 35 of this Agreement.
- (iii) Alternatively, Pilots may elect for an amount up to the maximum reimbursement to be paid directly to their relevant insurer in accordance with any bulk billing arrangements agreed by Virgin Australia with that insurer.
- (iv) In respect of loss of licence insurance, Virgin Australia may elect to provide the loss of licence allowance in this clause 88.1(c) for Pilots over 65 years of age where insurance is not able to be obtained by Virgin Australia under any company policy on reasonable terms consistent with those applying in respect of other Pilots. Where a Pilot turns 65 during the relevant loss of licence renewal year, the Pilot may elect to be either paid the loss of licence allowance or receive reimbursement for their pro rata loss of licence cover up until they turn 65 via the agreed bulk billing arrangement.
- (v) The reimbursement is available for the AFAP and TWU loss of licence policies as well as any other loss of licence insurance policies approved by Virgin Australia.
- (vi) On termination of employment, or where a Pilot ceases to be covered by this Agreement, the reimbursement or allowance paid in this clause 88.1(c) will be pro-rated and any refund of contributions will be returned to Virgin Australia.

89. INDEMNITY

- 89.1. Virgin Australia will, to the extent permitted by law, indemnify and release Pilots from all claims and demands made against them (whether made during or after the period of the Pilot's employment) by any person including by Virgin Australia, other Pilots, Passengers and/or their legal personal representatives:

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- (a) where the claim or demand is made as a result of injury or loss to a person or property that is caused or contributed to by a Pilot (whether by negligence or any other act or omission) in performing their duties in the course of employment;
 - (b) except where such injury or loss was caused wilfully by the Pilot, unless the injury or loss was beyond the Pilot's control.

89.2. In addition, in applying this clause 89, Virgin Australia will:

- (a) to the extent permitted by law, provide legal counsel and defend Pilots and their estates in any legal actions arising in connection with the performance of the Pilot's duties, and indemnify them and hold them harmless from any judgment rendered there under; and
- (b) when required to act as a witness for another Pilot, give them a reasonable period free of Duty to prepare and appear as a witness, subject to Company operational requirements. Pilots will continue to receive their Annual Base Salary during this time and the day will be treated as an Administration Duty. Where a Pilot is required to travel away from their Home Base to attend hearings, they will also be provided with travel, accommodation and allowances.

90. STAND DOWN

- 90.1. If a catastrophic event (other than an industrial matter) occurs that is beyond Virgin Australia's control, Virgin Australia may be prohibited from operating to its normal route structure and may need to stand Pilots down. Given this, and following consultation in accordance with clause 9 of this Agreement, Virgin Australia has the right to stand Pilots down with or without pay for any cause for which it cannot reasonably be held responsible.
- 90.2. The right to stand Pilots down is subject to Virgin Australia ensuring that all reasonable options for other work and leave have been explored before the stand down is implemented.

91. LEAVING VIRGIN AUSTRALIA

- 91.1. New Pilots at Virgin Australia will be subject to a six (6) month probationary period. A Pilot or Virgin Australia may terminate the Pilot's employment at any time during the probationary period by giving two (2) week's notice or payment in lieu of notice (or a combination of both).
- 91.2. If a Pilot has transferred their employment to Virgin Australia from another company in the Virgin Australia Group, their employment at Virgin Australia is not subject to a probationary period. The one exception to this is if a Pilot has been employed for less than six (6) months by a company within the Virgin Australia Group before transferring to Virgin Australia. If that happens, then the Pilot's probationary period at Virgin Australia will be the difference between the period of time served at the other Virgin Australia Group Company and six (6) months.
- 91.3. Once a Pilot's probationary period has passed (or if a Pilot has no probationary period), a Pilot or Virgin Australia may terminate the Pilot's employment at any time by giving six (6) weeks' notice of termination.
- 91.4. Virgin Australia may terminate a Pilot's employment by making payments in lieu of notice (or a combination of notice and payments in lieu of notice). Virgin Australia is not however required to give notice or make payments in lieu of notice if a Pilot engages in serious misconduct. A Pilot and Virgin Australia may also agree to waive any notice period that is required.

91.5. If a Pilot resigns from Virgin Australia and does not provide the required period of notice, Virgin Australia has the right to withhold monies equal to what the Pilot would have been paid had they worked during the notice period.

91.6. On termination of a Pilot's employment, the Pilot is required to immediately return all Virgin Australia property (including all uniform items issued to you or otherwise branded with Virgin Australia marks) and any confidential documents in their possession. Failure to do so will entitle Virgin Australia to withhold a Pilot's final payment until they have complied with their obligations.

92. FLEET REPLACEMENT

92.1. Fleet replacement is defined as the removal of an existing aircraft type and the introduction of a "like for like" type and/or an aircraft type on an equivalent pay scale.

92.2. Notwithstanding any other provisions in this Agreement, in the event of fleet replacement, affected Pilots will have priority for a position on the new aircraft type in their existing base and rank, to the full extent possible. For the sake of clarity, the GDOJ List will not be used to fill vacancies on a replacement aircraft type unless the number of vacancies exceeds the current existing complement of affected Pilots, in which case clause 78 of this Agreement will apply to fill the additional positions.

92.3. If there is not the equivalent number of positions on the replacement aircraft type for affected Pilots to maintain their existing rank or base, the redistribution of affected Pilots will be based on the GDOJ List within the affected group of Pilots, except that an affected Pilot cannot displace another affected Pilot from their existing base or rank.

93. FLEET DECOMMISSIONING

93.1. Fleet decommissioning is defined as the removal of an existing aircraft type that is not replaced at all or is replaced by an aircraft type that is not "like for like" nor is an aircraft type on an equivalent pay scale.

93.2. Notwithstanding any other provisions in this Agreement, in the event of fleet decommissioning or fleet reduction, all opportunities on other fleets will be based on the GDOJ List. For clarity, Pilots not directly affected by the fleet decommissioning or fleet reduction cannot be displaced from their existing rank or base.

94. REDUNDANCY

94.1. Virgin Australia will ensure that redundancies are implemented as a last resort, only after all other reasonable measures to avoid redundancies have been considered including but not limited to Secondments and Leave Without Pay. Involuntary redundancies can only occur if there are an insufficient number of Pilots willing to take a voluntary redundancy.

94.2. If Virgin Australia decides to make a Pilot's position redundant and requires the Pilot to work out the notice period, Virgin Australia will allow the Pilot a reasonable amount of time off to find alternative work during the notice period.

94.3. Virgin Australia is not liable for any redundancy payments if Virgin Australia is able to arrange an offer of "adequate alternative employment" for the Pilot. "Adequate alternative employment" means a position in their current base on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than, the Pilot's terms and conditions of employment with Virgin Australia under this Agreement.

- 94.4. If Virgin Australia decides that a Pilot’s role is no longer required and adequate alternative employment is not offered to the Pilot, then the Pilot is entitled to redundancy pay as set out below:

Table 16: Redundancy Pay

Period of continuous service with the Virgin Australia Group	Redundancy pay
0 – 1 year	Nil
1 – 2 years	4 weeks annual base salary
2 – 3 years	6 weeks annual base salary
3 – 4 years	7 weeks annual base salary
4 – 5 years	8 weeks annual base salary
5 – 6 years	10 weeks annual base salary
6 – 7 years	11 weeks annual base salary
7 – 8 years	13 weeks annual base salary
8 – 9 years	14 weeks annual base salary
Over 9 years	16 weeks annual base salary

- 94.5. If a Pilot’s employment is terminated as a result of redundancy, redundancy pay is in addition to notice of termination or payment in lieu of notice (or a combination of both).
- 94.6. Should the current federally recognised redundancy pay rates be reviewed and amended by the FWC where the new redundancy pay provisions are in excess of the current provisions under this Agreement, the new redundancy provisions will apply to redundancies as if they were a part of this Agreement.
- 94.7. If a Pilot’s employment is terminated as a result of redundancy, Virgin Australia will also provide the following (i.e. in addition to redundancy pay and notice/payment in lieu of notice):
- (a) reasonable time off work and continued access to staff travel before employment ends to assist the relevant Pilot look for alternate work;
 - (b) access to external outplacement services to help the relevant Pilot prepare a CV and look for alternate work; and
 - (c) access to the Employee Assistance Program.
- 94.8. Should the need for redundancy arise, it will be implemented on a last-on-first-off basis (i.e. date of joining) if no other agreement can be reached between the parties.
- 94.9. The following process will apply to any Virgin Australia Group Pilot made redundant:
- (a) the Pilot will be noted as “inactive “on the GDOJ List under “title/ position”;

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- (b) Virgin Australia will Award any vacancies to Pilots (active or inactive) on the GDOJ List in order of their relative position of the GDOJ List subject to Pilots participating in the Bid Import process;
 - (c) any “inactive” Pilot on the GDOJ List will be subject to an 18 month administrative freeze if they do not accept an Awarded position under clause 94.9(b) above. The freeze may be waived at Virgin Australia’s discretion in exceptional circumstances;
 - (d) upon acceptance of a position with Virgin Australia, any “inactive” Pilot will have the “inactive” status removed from the GDOJ List; and
 - (e) any Pilot who has been noted as “inactive” on the GDOJ List for five (5) years from the recognised redundancy date will be removed from the GDOJ List.
- 94.10. To avoid doubt, a Pilot covered by this Agreement cannot be required to give up their position or base because of redundancies affecting a Virgin Australia Pilot group under another enterprise agreement (for example, in the VARA operations). A Pilot covered by this Agreement can only be made redundant if a position covered by this Agreement is made redundant.
- 94.11. Any dispute about the application of this clause can be progressed through the Disputes Settlement Process in Part 11 of this Agreement.

95. DELEGATE RELEASE

- 95.1. Unless otherwise agreed, delegates of the Unions will be afforded paid time to attend flight safety, technical and FRMS related sub-committees to assist in the performance of their roles, as requested from time to time subject to the following:
- (a) up to 10 days per year (non-cumulative) per Union will be provided for paid delegate release;
 - (b) these days will be Rostered as ADMIN0;
 - (c) no more than two (2) delegates from a Union may be released at any one time;
 - (d) two (2) full Roster Periods’ notice must be provided to the Pilot’s manager;
 - (e) no overnight allowances or Credits will be paid or accrued for these duties;
 - (f) there is no requirement for Virgin Australia to provide or reimburse the cost of travel and accommodation expenses associated with these sub-committees; and
 - (g) any such attendance must be approved in advance by the Pilot’s manager, and such approval will not be unreasonably withheld.
- 95.2. The activities covered by this clause 95 do not include attendance at Virgin Australia convened meetings or administrative duties otherwise provided for under this Agreement.

SIGNATORIES

Signed for and on behalf of Virgin Australia Airlines Pty Ltd (Employer);

Full name:

Position:

Address: c/- 275 Grey Street, South Brisbane, QLD 4101

Explanation of authority to sign the Agreement: The above person is authorised by the Employer to sign the Agreement on its behalf.

Signature

Date

In the presence of (witness):

Witness signature

Print name

SIGNATORIES (cont)

Signed for and on behalf of Pilots covered by this Agreement:

Full name:

Address:

Position:

Signature

Date

In the presence of (witness):

Witness signature

Print name

SIGNATORIES (cont)

Signed for and on behalf of the Australian Federation of Air Pilots:

Full name:

Address:

Position:

Explanation of authority to sign Agreement: The above union is a bargaining representative in accordance with Chapter 2, Part 2-4, Division 3 of the *Fair Work Act 2009* (Cth) and the above person is authorised to sign on its behalf.

Signature

Date

In the presence of (witness):

Witness signature

Print name

SIGNATORIES (cont)

Signed for and on behalf of the Transport Workers' Union of Australia:

Full name:

Address:

Position:

Explanation of authority to sign Agreement: The above union is a bargaining representative in accordance with Chapter 2, Part 2-4, Division 3 of the *Fair Work Act 2009* (Cth) and the above person is authorised to sign on its behalf.

Signature

Date

In the presence of (witness):

Witness signature

Print name

APPENDIX 1 – WORK RULES

1. NARROW BODY WORK RULES

1.1 The Work Rules set out the prescriptive rules under which Pilots operate and under which Virgin Australia will manage its Pilot workforce. The Work Rules are divided into two (2) sections:

- (a) FRMS Rules; and
- (b) Industrial Work Rules.

1.2 FRMS Rules

- (a) Pilots covered by this Agreement are subject to the FRMS Rules contained in Appendix 1 of the Virgin Australia Airlines Safety Systems Manual (Volume SSM7).
- (b) The FRMS Rules represent the minimum requirements, as set out by the regulator, to which Virgin Australia and Pilots are required to comply.
- (c) For the avoidance of doubt, Virgin Australia cannot request, nor can the Pilot request, a variation to these rules.
- (d) Notwithstanding the above:
 - (i) This Agreement may contain rules pertaining to the FRMS that may differ from the FRMS rules in the SSM7; and
 - (ii) Where this occurs, the clause that is most restrictive (when comparing the SSM7 and this Agreement) shall be applied.
- (e) At the Commencement Date, Virgin Australia will make available to Pilots a Work Rules document consolidating the more limiting of the FRMS Rules and the Industrial Work Rules. FRMS Rules will be displayed as Hard Industrial Rules.
- (f) Where the FRMS Rules change during the life of the Agreement in accordance with clause 19.2 of the Agreement, Virgin Australia will publish an updated Work Rules document consolidating the more limiting of the FRMS Rules and the Industrial Work Rules from the date the updated rules are in operation.

1.3 Industrial Work Rules

- (a) In addition to the FRMS Rules, agreement has been reached in areas designed to provide additional fatigue protections or improve lifestyle. These negotiated provisions are contained in this Appendix.
- (b) Hard Industrial Rules are those contained in this Appendix which are not bold and italicised. These cannot be varied by Virgin Australia or an individual Pilot, including any SSM7 FRMS Rules which are more limiting than the Hard Industrial Rules.
- (c) Industrial Day of Operations Rules are those contained in this Appendix and are indicated by bold and italicised text. Industrial Day of Operations Rules can only be varied on an ad hoc basis by consent with an individual Pilot. To facilitate a variation, Virgin Australia or an individual Pilot may request that these rules be waived, provided that the requested change does not contravene the FRMS or Hard Industrial Rules. For

clarity, there is no obligation for either Virgin Australia or a Pilot to agree to a change requested by the other party.

Part A

2. DEFINITIONS AND INTERPRETATION

- 2.1 Any time period expressed in this Appendix refers to Acclimatised Time unless expressed otherwise. Unless otherwise specified, where a Pilot is in an Unknown State of Acclimatisation local time at port of departure will apply.

3. CALCULATION OF A FLYING DUTY PERIOD

- 3.1 The maximum FDP, in hours and minutes, will be in accordance with clause 10 – Maximum FDP. The times extracted from the tables may be extended by use of a split Duty (as agreed) or by Pilot discretion.

4. LIMITATIONS ON CONSECUTIVE EARLY STARTS

- 4.1 Pilots will not be Rostered to work more than five (5) Early Start Duties in any seven (7) consecutive days. For clarity, a Standby Period will not be considered an Early Start Duty.
- 4.2 Where a Pilot has been Rostered three (3) or more consecutive Early Start Duties the duties shall be preceded by a period of 36 hours that does not include an Early Start or Back of the Clock Operation.
- 4.3 Where a Pilot has been Rostered three (3) or more consecutive Early Start Duties the following will apply to any Duty Rostered on the fourth and/or fifth consecutive Duty day:
- (a) the Duty will not exceed the maximum permitted FDP minus one (1) hour for day four (4), and the maximum FDP minus two (2) hours for day five (5);
 - (b) ***at the finish of four (4) or five (5) consecutive Early Start Duties, Pilots will have a minimum of 60 hours free of all duties.***

5. DEDICATED NIGHT AND/OR FREIGHT OPERATIONS

- 5.1 The parties may consult and agree on dedicated night and/or dedicated freight operations that are consistent with the FRMS.

6. TRAVELLING TIME

- 6.1 Travelling time, other than that time spent on Positioning, does not count as Duty.

7. DELAYED REPORTING TIME IN A SINGLE FDP

- 7.1 When a Pilot is informed of a delay to the sign on time due to a changed schedule, before leaving the place of rest, the FDP will be calculated as follows. When the delay is less than four (4) hours the maximum FDP allowed will be based on the original sign on time and the FDP will start at the actual Sign On time. When the delay is four (4) hours or more, the maximum FDP will be calculated using the more limiting of the planned and actual Sign On times and the FDP will start four (4) hours after the original sign on time.

7.2 When Virgin Australia informs a Pilot before leaving the place of rest of a delay in sign on time of 10 hours or more ahead, and that Pilot is not further disturbed by Virgin Australia until a mutually agreed hour, then that elapsed time is classed as a Rest Period. If, upon the resumption of Duty, further delays occur then the appropriate criteria in this clause and clause 7.1 above, will be applied to the rearranged Sign On time.

7.3 When a Pilot is contacted within the last two (2) hours of a Rest Period, as provided for in clause 13.2, the FDP will be calculated in accordance with the above.

8. POSITIONING

8.1 All time spent on Positioning at the behest of Virgin Australia will count as Duty and as a Sector when calculating the FDP.

8.2 Notwithstanding clause 8.1 of this Appendix, Pilots may agree to position outside the FDP or Duty limitations subject to the following:

- (a) the Positioning Duty is undertaken immediately after the Pilot's Duty;
- (b) ***the Positioning Sector must be to the Pilot's Home Base or nominated Domicile only; and***
- (c) the time spent Positioning must be added to the current FDP for the purposes of determining minimum Rest Periods.

8.3 In a recovery situation, if, after a Positioning journey, the Pilot spends less than a minimum Rest Period at suitable accommodation provided by Virgin Australia, and then carries out an FDP, the Positioning will be counted as a Sector if a split Duty is claimed when calculating the allowable FDP. If it is not, a split Duty FDP will not be used.

8.4 ***Pilots who are Rostered a Positioning Sector in the same FDP as an Operating Sector can be required to operate that Sector.***

8.5 ***Pilots are not however required to operate the following Positioning Sectors unless they agree:***

- (a) ***a Positioning Sector Rostered as the only Duty for a day; or***
- (b) ***a Positioning Sector before or after a Ground Duty.***

8.6 ***Pilots who operate Positioning Sectors as outlined above will not be entitled to an additional payment for that flight, however their Flight Time will accrue Credit hours.***

8.7 ***Pilots can choose to cancel, in advance, Positioning Sectors that they do not wish to use by notifying Crew Tracking in accordance with the following:***

- (a) ***the Pilot must submit the cancellation request no more than seven (7) days after Roster Publish and this will be actioned by Crew Tracking; or***
- (b) ***where a Duty incorporating a Positioning Sector is Assigned off Standby or Displaced Standby, the Pilot may request the cancellation of the Positioning Sector within 24 hours of notification.***

8.8 Own Way Travel

- (a) *Where a cancellation of a Positioning Sector occurs under clause 8.7 above, Credit will accrue for the cancelled Sector and the Sector will remain on a Pilots roster annotated as Own Way Travel. A Pilot will accrue allowance payments associated with this Sector remaining on their roster provided the Pilot travels to their Home Base at a later time.*
- (b) *Where a Positioning Duty has been Rostered on a Day Off a Pilot will not be eligible for a working on a Day Off payment under clause 38 of the Agreement unless the Pilot travels on the Rostered Positioning Sector.*

8.9 Domicile Travel

- (a) *A Pilot who has moved a Positioning Sector in accordance with clause 42 – Domicile of the Agreement will accrue Credits based on the reassigned Positioning Sector. A Pilot will accrue allowance payments associated with the moved Sector but will not attract a minimum draft payment under clause 38 of the Agreement.*
- (b) *A Pilot agreeing to Sign On or Sign Off in their Domicile will have any Positioning Sectors removed if applicable and no Credit or allowances will be retained based on the original Sector. A Pilot's roster may be notated as Own Way Travel for five (5) minutes to facilitate Domicile Sign On or Sign Off.*

9. STANDBY

9.1 General

- (a) *A Standby Duty is a period nominated by Virgin Australia in which a Pilot must be available for Duty.*
- (b) *Standby rosters will be allocated for either an entire Roster Period or as part of a composite Fly/ Standby Roster Period*
- (c) *Standby rosters may contain Lead in Flying that extends from the previous roster as well as Ground Duties, simulator duties (Pilot's own simulator), line checks, recurrency flying and leave.*
- (d) *Unless otherwise agreed, Pilots will not be Assigned a Duty from a Standby (including SBY18) where the Duty results in the displacement of a subsequent Rostered Duty.*
- (e) *Unless otherwise agreed, Pilots on a single Standby Duty can only be Assigned a Duty Period that Signs On and Signs Off at Home Base (i.e. no Duty involving a layover will be Assigned without agreement by the Pilot).*
- (f) *Pilots on multiple consecutive days of Standby may be Assigned Duties over the span of Standby days, including Overnights away from Home Base.*
- (g) *A Pilot on Displaced Standby may have that Standby converted by Virgin Australia to a Blank Day where operationally viable. The Displaced Standby Period will be converted in line with the following:*

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- (i) ***The Displaced Standby Period will be converted no later than 1800 Brisbane Local Time on the Calendar Day prior to the Displaced Standby Period commencing.***
 - (ii) ***Where a Displaced Standby is converted to a Blank Day in accordance with clause (i) above, no Credit for the Displaced Standby will accrue.***
 - (h) ***A Pilot on Displaced Standby may request that a Displaced Standby Period be converted to a Blank Day prior to the commencement of the Displaced Standby Period subject to resourcing requirements.***

9.2 Full Standby Rosters

- (a) ***Virgin Australia may not assign Full Standby Rosters to more than 10% of a Resource Group each Roster Period. Pilots will be able to bid to be Awarded a Full Standby Roster. Pilots bidding for Full Standby Rosters will be Awarded a Full Standby Roster before Virgin Australia assigns to other Pilots in accordance with clause 9.2(b) below.***
- (b) ***Pilots who do not nominate for a Full Standby Roster will only be Assigned a Full Standby Roster up to a maximum of 10% of the Resource Group each Roster Period, less any Pilots who have been Awarded a Full Standby Roster under clause 9.2(a) above.***
- (c) ***As far as practicable, Full Standby rosters within each Resource Group will be distributed evenly amongst Pilots in that Resource Group who are eligible for Standby, subject to a Pilot's right to nominate their Standby preferences.***
- (d) ***Standby duties are divided into two (2) sub-categories: Standby A and Standby 18. Standby A is the default Standby category. Pilots who are Assigned Standby will be Assigned Standby A unless the specific conditions for the assignment of Standby 18 are met (see clause 9.3 below).***

9.3 Standby A

- (a) Standby A duties:
 - (i) ***are Rostered in a Pilot's Home Base;***
 - (ii) are Rostered with defined start and finish times; and
 - (iii) are Rostered to a maximum of 12 hours.
- (b) Pilots who are Rostered Standby A are required to be contactable during the Standby A Duty Period in accordance with clause 18 of the Agreement.
- (c) Pilots who are Rostered Standby A cannot be contacted during the Rest Period immediately before the Standby A Duty starts.
- (d) Subject to 9.2(c) above, Pilots who are Rostered Standby A can be required to sign on at any time during the Standby A Duty if they are contacted before the Standby A Duty starts.

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- (e) Once a Standby A Duty has started, Pilots can be required to Sign On within two (2) hours of being contacted. Although Pilots may agree to Sign On in less than two (2) hours, they are not required to do so.
 - (f) A Duty that is Assigned during a Standby A Duty of 10 hours or less may have a Sign On of up to two (2) hours after the end of the scheduled Standby A Duty.
 - (g) ***Pilots on Standby A who are Assigned a Duty will Sign On and Sign Off at their Home Base. To avoid doubt, this does not prevent Virgin Australia from assigning multiple day Trips in a Standby A period.***

9.4 Standby18

- (a) ***Standby 18 duties can only be Rostered in a period that would otherwise comprise Standby A and to Pilots who have opted in. A process for opt in to occur will be advised to the AIC. For clarity, Pilots who do not opt in for Standby 18 cannot be Assigned Standby 18. Pilots who do opt in for Standby 18 may be Assigned Standby A.***
- (b) ***Standby 18 duties:***
 - (i) ***are Rostered in a Pilot's Home Base; and***
 - (ii) ***are Rostered for the duration of a defined Calendar Day.***
- (c) ***Pilots on Standby 18 who are Assigned a Duty will Sign On and Sign Off at their Home Base. To avoid doubt, this does not prevent Virgin Australia from assigning multiple day Trips in a Standby 18 period.***
- (d) ***Standby 18 duties must be Rostered to start or end with at least one DDO/Blank Day or Offline Day.***
- (e) ***Pilots who are Rostered Standby 18 can be required to Sign On at any time during the Standby 18 Duty Period provided the Duty is Assigned (via the Crew Control System) at least 18 hours in advance and by no later than 1800 the day prior to the Duty. This notification can occur on a day off. If no Duty is Assigned by 1800 then the Pilot will no longer be required for Duty and the Standby 18 day will be treated as a Blank Day.***
- (f) ***Pilots on Standby 18 are not required to accept a Duty if the Sign On for that Duty is less than 18 hours from the time it is Assigned (via the Crew Control System).***
- (g) ***Pilots are encouraged to take full advantage of Virgin Australia electronic portal for self-monitoring, acknowledgement, and acceptance of Standby 18 duties.***
- (h) ***If necessary, Virgin Australia will contact Pilots within the 18 hour period to confirm acceptance of a Standby 18 Duty (i.e. where the Standby 18 Duty has been Assigned (via the Crew Control System) 18 hours in advance, however the Pilot has not yet acknowledged or accepted that assignment). This contact can only occur between 0800 and 2000.***
- (i) ***Where a Pilot is Assigned a Duty on a Standby 18 day, the Pilot may be subsequently displaced from the Assigned Duty in accordance with clause 19 .***

- (j) ***A Standby 18 period in which a Duty is not Assigned as set out above becomes a Day Free of Duty. Pilots cannot be required to accept a Duty in a Standby 18 period if it is not Assigned 18 hours in advance. If they do accept it, they will not be entitled to an additional payment under clause 38 of the Agreement.***
- (k) ***Flight Time will accrue Credit hours.***
- (l) ***Upon request, Virgin Australia will provide a Pilot with an electronic record of the time at which Standby 18 Duties are Assigned (i.e. to ensure that a minimum of 18 hours' notice is given).***

9.5 Standby Periods and FDP

- (a) The time a Standby A Duty starts determines the allowable FDP, except that when the actual FDP starts in a more limiting time band, then that FDP limit will apply.
- (b) If a Pilot is called out from Standby A, the Standby Duty will cease when the Pilot reports for Duty.
- (c) The following limits apply:

Duty	Maximum Duration
Standby A Duty	12 hours
Standby A followed by FDP	As in Case A and B below

- (d) **Case A:** If a Pilot is called out from Standby A to conduct an FDP before completing six (6) hours Standby A Duty then the Total Duty Period Allowed is the sum of the time spent on Standby A and the FDP obtained from clause 10 below – Maximum FDP.
- (e) **Case B:** If a Pilot is called out from Standby A to conduct an FDP after completing six (6) hours or more hours Standby A Duty, then the Total Duty Period Allowed is the sum of all the time spent on Standby A and the FDP obtained from clause 10 below – Maximum FDP reduced by the amount of Standby A in excess of six (6) hours.
- (f) For the purposes of this clause 9.5, the reference to ‘total Duty Period’ applies only to the sum of the Standby A time achieved + the allowable FDP obtained from clause 10 below – Maximum FDP. On the day, for Cumulative Duty totals and for minimum rest purposes, the total Duty achieved will be Standby A time achieved + FDP achieved + post flight duties + any Positioning.
- (g) When any period of Standby A finishes, during which a call-out has not occurred, at least 12 hours rest must follow prior to the next Duty Period.

10. MAXIMUM FDP

10.1 Pre-flight duties and 15 minutes of post flight duties form the FDP.

10.2 The time spent between Sign On for a flight and the completion of post-flight tasks determines the length of the subsequent Rest Period. If this “period” for post FDP duties is routinely exceeded then the post FDP Duty Period stated in the scheme must be revised to better represent the actual time taken.

10.3 The use of a Sign On time which differs to that in the table in clause 18.1 in order to take advantage of an increased FDP from a more favourable time band is not permitted.

10.4 Table A applies when the FDP starts at a place where the Pilot is Acclimatised; Table B applies when the Pilot is in an Unknown State of Acclimatisation.

10.5 **Table A: Acclimatised**

Acclimatised Time of start	Sectors					
	1	2	3	4	5	6**
0600 – 0759	13 ¼	12 ½	11 ¾	11	10 ¼	9 ¾
0800 – 1259	14 ¼	13 ½	12 ¾	12	11 ¼	10 ½
1300 – 1759	13 ¼	12 ½	11 ¾	11	10 ¼	9 ¾
1800 – 2159	12 ¼	11 ½	10 ¾	10	9 ¼	9 ¼
2200 – 0559	11 ¼	10 ½	9 ¾	9 ¼	9 ¼	9 ¼

** Day of operations disruption provision only, refer clauses 10.9 below and 11.1.

10.6 **Table B: Unknown State of Acclimatisation**

Local Time Preceding Rest (hours)	Sectors					
	1	2	3	4	5	6**
30 or more	13 ¼	12 ½	11 ¾	11	10 ¼	9 ½
Less than 30	11 ¾	11 ¼	10 ¾	10	9 ¼	9 ¼

** Day of operations disruption provision only, refer clauses 10.9 below and 11.1.

10.7 **Table C: Acclimatised (Charter Operations only)**

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

** Day of operations disruption provision only, refer clauses 10.9 below and 11.1.

NOTE: In Table A, B and C above, Positioning Sectors are included within total FDP and counted as separate Sectors for the purposes of calculating maximum FDP.

10.8 A Pilot may only be Assigned four (4) consecutive FDPs in an Unknown State of Acclimatisation after which the Pilot must have an Adaptation Period.

10.9 Pilots will be Rostered a maximum of five (5) Operating Sectors. However, Pilots may agree to operate six (6) Sectors to assist in the recovery of disrupted schedules. The FDP limitation will be based on the number of Sectors to be performed.

- 10.10 Where additional Sectors are required due to a technical stop, diversion, or return after becoming airborne, the FDP limitation will be based on the actual number of Sectors to be performed.
- 10.11 Sign On times must not be reduced in order for Pilots to achieve their desired rest prior to an FDP unless agreed by the Pilot.
- 10.12 ***Where a Pilot is required to perform a Duty other than a Flight Duty or Standby Duty, the maximum Duty will be 12 hours.***

11. EXTENSIONS AND RECOVERY

- 11.1 ***Where a Pilot is asked and agrees, an extension may involve operating a sixth (6th) Sector. In such case, a Pilot’s Flight Duty Period will not extend more than two (2) hours beyond the limits prescribed in clause 10 for a six (6) Sector Duty.***
- 11.2 ***Pilots will not be disciplined or otherwise subjected to any negative repercussions for failing to exercise their discretion to extend.***
- 11.3 ***On a day where a Pilot is returning to Home Base and such Pilot is requested and agrees to perform additional flight Duty, such Pilot will not be entitled to the one (1) hour buffer protection prescribed in clause 11.5 below.***
- 11.4 ***Where flights are cancelled or disrupted due to factors such as weather or mechanical malfunction as a result of which Pilots are unable to complete their original Scheduled Duty (i.e. Duty has been changed after Sign On) to Home Base within the one (1) hour buffer, the guiding principle for day of operations will be to return such crew to Home Base as soon as practicable.***
- 11.5 ***Where flights are cancelled or disrupted due to factors such as weather or mechanical malfunction as a result of which Pilots are able to complete their original Scheduled Duty (i.e. Duty has not been changed after sign on) to Home Base, the one (1) hour buffer at Home Base will not apply and the guiding principle for day of operations will be to return such crew to Home Base within the maximum allowable FDP, unless the Pilot exercises their discretion to extend.***

12. NON-ROSTERED EXTENSION OF FLYING DUTY PERIOD BY SPLIT DUTY

- 12.1 This clause will only apply in recovery or in circumstances agreed by the parties (e.g. Charter Operations).
- 12.2 When an FDP consists of two (2) or more Sectors - of which one can be a Positioning journey counted as a Sector - but separated by less than a minimum Rest Period, then the FDP will be extended by the amounts indicated below:

Consecutive Hours Rest	Maximum Extension of the FDP
Less than 3	NIL
3-10	A period equal to half the consecutive hours rest taken

- 12.3 In a split Duty, the Rest Period will not include the Sign Off time allowed for immediate post flight duties nor the Sign On time allowed for pre-flight duties.

13. REST PERIODS

- 13.1 Pilots will be notified in good time of a Flying Duty Period so that sufficient and uninterrupted pre-flight rest can be obtained. When away from Home Base, opportunities and facilities for adequate pre-flight rest will be provided by Virgin Australia in agreed accommodation.
- 13.2 Other than by way of Passive Contact (i.e. email or other electronic messaging), Pilots will not be contacted within a Rest Period, except that a Pilot may be contacted within two (2) hours of the Rostered Sign On time to be advised of a change to a Rostered Flying Duty. The revised Duty will be in accordance with clause 7, this exception does not apply to Standby Duties.
- 13.3 If a Rest Period is broken, except in accordance with clause 13.2 above, the appropriate Rest Period will recommence from the time of that contact.
- 13.4 The minimum Rest Period which must be taken before undertaking a Flying Duty Period (including a SIM Duty Period) will be:
- (a) at least as long as the preceding Duty Period, or
 - (b) 12 hours, whichever is the greater.
- 13.5 When away from Home Base, in the case when the Rest Period earned by a Pilot is 12 hours, and suitable accommodation is provided by Virgin Australia, then that Rest Period may be reduced by one hour. In such circumstances, if the travelling time between the airport and the accommodation is more than 30 minutes each way then the Rest Period will be increased by the amount the total time spent travelling exceeds one hour. In both situations the room allocated to the Pilot must be available for occupation for a minimum of 10 hours. In circumstances where access to the room is delayed because of matters outside of the Pilot's control, they can ring network operations and extend the Rest Period by the period of the delay. This sub-paragraph does not apply to Rest Periods that exceed 12 hours.
- 13.6 Where the preceding Duty Period was 11:30-11:59 hours the Rest Period will be minimum 12 hours.
- 13.7 Exceptionally, at Home Base, individual Pilots may be asked to exercise their discretion to reduce rest by up to a maximum of one hour but only to a minimum of 12 hours.
- 13.8 ***A minimum of 15 hours rest prior to commencing any flight Duty in their Home Base will be available to Pilots at the roster build stage through the bidding system and will be a hard option in that system. This minimum does not apply to Rest Periods prior to or between Standby Duties, ground based duties, or to Pilots under non-recurrent line training (Rest Periods for simulator duties are dealt with in Part 2 of the Appendix).***
- 13.9 If the preceding Duty Period, which includes any time spent on Positioning, exceeded 15 hours, then the ensuing Rest Period must include a Local Night.
- 13.10 Following a sequence of reduced rest and an extended FDP the subsequent Rest Period cannot be reduced.
- 13.11 After being called out from a Standby A Duty the length of the minimum Rest Period will be determined by the length of Standby A Duty and any FDP completed.

14. PILOT'S DISCRETION TO EXTEND A FLYING DUTY PERIOD

- 14.1 A Pilot may, at their discretion, extend an FDP beyond that permitted in clauses 10 – Maximum FDP and 31 – Increase in FDP and Flight Time Limits in Augmented Crew Operations, provided they are satisfied that the flight can be made safely. The extension will be calculated according to what actually happens, not on what was planned to happen. An extension of two (2) hours is the maximum permitted. Pilots will not be disciplined or otherwise subjected to any negative repercussions for failing to exercise their discretion to extend.
- 14.2 A Pilot may exercise discretion to extend an FDP following a reduced Rest Period, only exceptionally, and then only to the extent necessary to allow for unforeseen circumstances that become apparent during the last Sector.

15. PILOT'S DISCRETION TO REDUCE A REST PERIOD

- 15.1 A Pilot may, at their discretion, reduce a Rest Period, but only insofar as the room allocated to the Pilot is available for occupation for a minimum of 10 hours. The exercise of such discretion will be exceptional and must not be used to reduce successive Rest Periods.
- 15.2 If the preceding FDP was extended, the Rest Period may be reduced, provided that the subsequent allowable FDP is also reduced by the same amount. In no circumstances may a Pilot exercise discretion to reduce a Rest Period below 10 hours at accommodation.
- 15.3 Pilots will not be disciplined or otherwise subjected to any negative repercussions for failing to exercise their discretion to reduce a Rest Period.

16. REPORTING EXERCISE OF DISCRETION

A Pilot who exercises their discretion to extend an FDP as set out in clause 14 or reduce a Rest Period as set out in clause 15 can be required to submit a Fatigue Report in accordance with the FRMS.

17. WORK RULE BUFFERS

- 17.1 *Virgin Australia applies buffers to some work rules to minimise operational disruption, protect on-time performance and provide greater roster stability for Pilots. Buffers may be specific to an aircraft type, port (e.g. SYD peak periods), curfews, flight combinations or specific events (e.g. airport works). Virgin Australia will publish a list of rules and buffers in use at any time, on request by the AIC.*

18. SIGN ON AND SIGN OFF TIME

- 18.1 The minimum period of time for pre-flight (Sign On) and post-flight (Sign Off) Duty is specified in the table below and may only be reduced at the discretion of the individual Pilot.

Activity	Sign On	Sign Off
Flight Duty (Domestic)	60 Minutes	30 Minutes
Flight Duty (International)	90 Minutes	30 Minutes

Activity	Sign On	Sign Off
Positioning Duty prior to an International Operating Sector (where a 90 minute connection time is Rostered)	30 Minutes	N/A
Positioning Duty Only	30 Minutes	30 Minutes
Positioning Duty prior to an Operating Sector	60 Minutes	N/A
Positioning Duty after an Operating Sector	N/A	30 Minutes
Ground Duties	At the specified time	At the specified time

18.2 Where a Pilot Signs Off following an International Sector the following Rest Period will be at least 30 minutes greater than the Rest Period required under clause 13.

18.3 Pilots are required to Sign On and Sign Off for all Rostered duties through a Crew Control System.

19. DISPLACEMENT FOR OPERATIONAL REASONS

19.1 *For the purposes of this clause:*

(a) *The terms Rostered Duty means:*

(i) *In the case of a Pilot on a Flying Duty, refers to the Duty in the Pilot's roster as originally published and available for viewing seven (7) days prior to the commencement of the Roster Period. This includes any carry over flying into a subsequent Roster Period which the Pilot has visibility of.*

(ii) *In the case of a Pilot who is on a Standby Duty (Standby 18 and Standby A), refers to the Duty which is allocated by Crew Tracking once the Pilot is called out from Standby and has accepted the new Duty in accordance with these Work Rules.*

(b) *The "original Sign On" is the Sign On for the Rostered Duty as defined in sub-clause (a) above.*

(c) *The "Displaced Duty" means any Duty or Duties Assigned to a Pilot, post roster publication, in accordance with the conditions of this provision and which replaces a Rostered Duty.*

Note: *A change to the departure or arrival time of a Rostered flight is not considered a Displaced Duty.*

19.2 *A Pilot may be displaced from a Rostered Duty and placed on a Displaced Duty for the following reasons:*

(a) *flight cancellation;*

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- (b) **checking or training;**
 - (c) **disruption to a service due to weather or mechanical malfunction;**
 - (d) **aircraft type change; or**
 - (e) **to comply with FRMS rules.**
- 19.3 **A Pilot who is displaced from Duty will be the first Pilot called for any subsequent callout.**
- 19.4 **A Pilot will not be displaced for time balancing purposes associated with extra flight hours payments.**
- 19.5 **Where a Pilot is unable to complete the Displaced Duty or duties due to sickness or personal reasons, the Pilot will receive Credit for the actual Duty performed.**
- 19.6 **A Pilot who is displaced from Duty will only be Assigned Duty that falls within a period commencing one (1) hour prior to the original Sign On time and terminates one (1) hour after the original Sign Off time at Home Base, unless such Pilot agrees otherwise.**
- 19.7 **Where a Pilot is displaced from a multi-day Trip, Virgin Australia will advise the Pilot at the time of displacement of their Standby Duty Period for each day that the Pilot is displaced.**
- 19.8 **Notwithstanding the above, in certain circumstances (such as disruption), Pilots will be notified of their Standby Duty Period at the earliest possible time.**
- 19.9 **Unless the Pilot agrees otherwise, a Pilot on Displaced Standby can only be called out for a flight Duty, unless that Pilot is being returned to their original Rostered Duty.**
- 19.10 **Where a Pilot is displaced from their Rostered Duty, the minimum Rest Period whilst away from Home Base will not be less than 12 hours, unless the Pilot agrees.**
- 19.11 **Notwithstanding clause 19.10 above, the provisions of clause 22 – Back of the Clock Duties and clause 4 – Limitations on Consecutive Early Starts apply to Duties Assigned post roster publication and cannot be varied unless the Pilot agrees.**
- 19.12 **Where a Pilot is on a displaced Duty, any Positioning travel for the displaced Duty will accrue Credit at 100% of the Flight Time for that flight. Where displaced Positioning is on a Virgin Australia aircraft the Pilot will receive Credit equivalent to the greater of the scheduled or actual Flight Time. Where displaced Positioning is on another carrier, the Pilot will receive Credit for the scheduled Flight Time.**
- 19.13 **Where a Pilot is Rostered a domestic layover without duties on any given Calendar Day, the Pilot can only be Assigned a Duty on that Calendar Day by agreement.**
- 19.14 **Where a Pilot has agreed to a Duty on a DDO, Blank Day or Annual Leave Day they may only be Assigned a different Duty (whether before or after Sign On) by agreement of the Pilot.**
- (a) **Where a Pilot agrees to perform a different Duty on a DDO the Pilot will be paid based on the greater of actual or scheduled flight hours performed as part of the new Duty, with a minimum of five (5) hours.**
 - (b) **Where a Pilot does not agree to perform a different Duty on a DDO or Blank Day then the Pilot is paid based on the greater of actual or scheduled flight hours**

performed, with a minimum of five (5) hours (if the Pilot has signed-on) or a cancelled call out payment if the Duty is cancelled within two (2) hours of sign on as per clause 34.4 of the Agreement.

19.15 *Where a Pilot is Displaced from an entire Duty in accordance with clause 19.2 and given a replacement Duty that would otherwise have been a Displaced Standby, the Pilot will receive four (4) hours Credit, or the greater of actual or scheduled Flight Time for that Duty in accordance with Clause 36 of the Agreement.*

20. RETURN TO DUTY FOLLOWING REMOVAL DUE TO FATIGUE, PERSONAL LEAVE, OPERATIONAL STAND DOWN OR SOC

20.1 *A Pilot who has been removed from Duty for fatigue, personal leave, operational stand down or Subject to Operational Clearance (SOC) will be returned to line duties as soon as practicable. To this end, it will be the responsibility of the relevant Pilot and the Virgin Australia Crew Tracking representative to agree on replacement duties that are mutually acceptable. If the parties cannot agree, the Pilot will be Assigned a Duty that terminates no later than one (1) hour before and after the original Sign Off time at Home Base which may include Displaced SBY duties.*

20.2 *A Pilot who is requesting a return to line duties from Personal leave must advise Crew Tracking no later than 1800 BNE Local Time on the Calendar Day prior to the removed Duty commencing. If a Pilot notifies of fitness for Duty after this time they may be Assigned a Displaced Duty (including Displaced SBY) by agreement with Virgin Australia, otherwise they will be Assigned a Day Free of Duty.*

21. EXTENDED TURNAROUNDS

21.1 *A Pilot will not be Rostered to spend more than three (3) hours without flight Duty during a turnaround in a Duty Period.*

21.2 Where due to disruption Pilots are required to spend in excess of four (4) hours at an airport, Virgin Australia will, where requested by a Pilot, provide Suitable Sleeping Accommodation to ensure the Pilot will be able to complete their Duty. For Charter Operations other than under clause 21.3 below, Suitable Resting Accommodation will be provided.

21.3 For Charter Operations, a Pilot may be Rostered more than three (3) hours without a flight Duty during a turnaround and the following will apply:

- (a) A Duty ratio in guarantee will be paid for each FDP the greater of:
 - (i) the actual or Scheduled Flight Time (whichever is greater) for the Operating or Positioning Sector, or
 - (ii) one (1) Credit for every 1.55 hours (pro-rated) on Duty in each Duty Period of a Charter Operation that exceeds three (3) hours of time on ground.
- (b) Where Virgin Australia utilises this clause 21.3, it will ensure adequate sustenance is provided, and the following:
 - (i) up to four (4) hours time on ground Suitable Resting Accommodation which may include access to a mine site; or
 - (ii) greater than four (4) hours time on ground Suitable Sleeping Accommodation.

22. BACK OF THE CLOCK DUTIES

- 22.1 A Pilot may only be Rostered a Back of Clock (BOC) Duty subject to the following limitations:
- (a) notwithstanding clause 4, a maximum three (3) consecutive BOC Duties and no more than four (4) BOC Duties in seven (7) days;
 - (b) any consecutive BOC Duties will be immediately preceded by a Rest Period encompassing a Local Night. **The Local Night will commence no later than 2100;**
 - (c) Pilots will be Rostered a Rest Period of no less than 30 hours following a BOC Duty into Home Base (excluding a BOC Duty that commenced in the period 0400 – 0459);
 - (d) **A Pilot may bid for consecutive BOC duties with 18 hours or less rest in Home Base;**
 - (e) Following a BOC Duty into a layover port (excluding a BOC Duty that commenced in the period 0400 – 0459), Pilots will be Rostered a Rest Period of:
 - (i) less than 18 hours; or
 - (ii) 30 hours or more.
 - (f) Subject to clause 22.1(b) above, other than for Charter Operations under clause 22.2 below, BOC Duties may only be Rostered with the following limitations:
 - (i) maximum two (2) Sectors total;
 - (ii) maximum one (1) Sector longer than 180 minutes Flight Time; and
 - (iii) if the first Sector is longer than 180 minutes Flight Time, the second Sector cannot be an operating Sector, and is limited to a Positioning Sector of 120 minutes Flight Time (unless otherwise agreed by the Pilot).
 - (g) Consecutive BOC Duties may only be broken by a period encompassing at least two (2) Local Nights free from these duties. This period can include a Duty that is not an Early Start Duty, or BOC Duty.
- 22.2 The following restrictions will apply to Charter Operation FDPs that sign on between 0400-0459 that contain more than two (2) Sectors:
- (a) only one (1) Charter Operation FDP with a sign on time between 0400-0459 that contains more than two (2) Sectors may be Rostered in a seven (7) day period; and
 - (b) the Rest Period preceding the FDP must be a minimum of 15 hours.

23. CALLOUT

- 23.1 **Pilots will have the ability to indicate their availability to work on DDOs, Blank Day or Annual Leave Days by “nominating” for these days in the Crew Control system.**
- 23.2 **Virgin Australia will ensure that Pilots are able to specify periods of availability on a Nominated Day.**

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- 23.3 ***A Pilot who accepts a Duty during their specified period of availability on a Nominated Day must report for any such Duty no later than two (2) hours after being contacted by Virgin Australia, unless the Pilot and Virgin Australia agree otherwise.***
- 23.4 ***Where a Pilot is contacted prior to a Nominated Day, such Pilot will report for Duty in accordance with the Assigned Duty.***
- 23.5 ***Where Duty on a Nominated Day may affect the Pilot's subsequent Duty, the Pilot has a right to refuse such Duty.***
- 24. DESIGNATED DAYS OFF**
- 24.1 ***The latest Rostered Sign Off time before a DDO shall be 2330.***
- 24.2 ***A single DDO will include two (2) Local Nights and cover at least 36 hours.***
- 24.3 ***Pilots will not be Rostered single DDOs unless they bid to allow this.***
- 24.4 ***Two consecutive DDOs will include three (3) Local Nights and cover at least 60 hours.***
- 24.5 ***Subject to clause 24.6 below, an additional 24 hours inclusive of a Local Night will be added for each additional consecutive DDO.***
- 24.6 For the purposes of clause 24.5 above, for part-time Pilot Rosters a Local Night will be added for each additional consecutive DDO or Offline Day where five (5) or more consecutive DDOs or Offline Days are Rostered. This run must include at least one (1) Offline Day.
- 24.7 ***A planned Rest Period may be included as part of a DDO.***
- 24.8 ***Pilots will:***
- (a) not be on Duty more than six (6) consecutive days between days off;
- (b) ***have two (2) consecutive days off in any consecutive 14 days following the previous two (2) consecutive DDOs***
- 24.9 ***For the purpose of clause 24.8(a) above only, a day of personal/ carer's leave is considered a Duty day.***
- 24.10 Notwithstanding clause 21 of the Agreement, where a Pilot agrees to work on days off, they must:
- (a) have a minimum of seven (7) DDOs in the preceding 28 days; and
- (b) have an average of at least eight (8) Days Off in each consecutive 28 day period, averaged over three (3) such periods.
- 24.11 ***For the purposes of clause 24.8(a), 24.8(b) and 24.10(a) above, "days off" are defined as DDOs, Blank Days, Offline Days and Annual Leave Days that include two (2) Local Nights and cover at least 36 hours.***
- 25. ABSOLUTE LIMITS ON FLYING HOURS**
- 25.1 The maximum flight hours for a Pilot will not exceed:

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- (a) **900 hours in any 365 consecutive days**, unless a Pilot agrees to Opt-In for up to 1000 hours in any consecutive 365 days; and/or
 - (b) 100 hours in any 28 consecutive days. On the 28th day a Pilot may depart on a single Sector flight and may complete the Sector, even though at the end of the flight the total hours completed in 28 days will exceed 100 hours.

25.2 A Pilot reaching the limits in 25.1(a) and/or (b) may be placed on SOC and cannot be Assigned annual leave unless by agreement with the individual Pilot.

26. CUMULATIVE DUTY HOURS

26.1 The maximum Duty hours for a Pilot will not exceed:

- (a) 55 hours in any seven (7) consecutive days, but this figure can be increased to 60 hours when a Rostered Duty covering a series of Duty Periods has commenced and is subject to unforeseen delays;
- (b) 100 hours in any 14 consecutive days;
- (c) 190 hours in any 28 consecutive days.

26.2 When a Pilot is not Rostered for either Standby or Flying Duties for 28 or more consecutive days then any Duty hours worked will not be added to cumulative totals. However, when a Pilot is anticipated to return to either Standby or Flying Duties the Duty hours worked in the 28 days preceding that Duty must be recorded. Those hours worked will be used to ensure that the Pilot complies with the requirements of the Virgin Australia Work Rules.

26.3 Cumulative Duty hours will be provided to Pilots at the end of each Roster Period.

27. CALCULATION OF CUMULATIVE DUTY HOURS

27.1 Duty hours will be added to cumulative totals in accordance with the following:

- (a) to count in full:
 - (i) Duty periods and Flying Duty Periods, plus subsequent post-flight duties;
 - (ii) all Standby A Duty, except that specified in 27.1(b) below;
 - (iii) the time spent on Positioning.
- (b) to count as half the time on Duty:
 - (i) the Standby A Duty, when the period of notice given to the Pilot by Virgin Australia, before reporting for Duty is three (3) hours or more.
 - (ii) the Standby A Duty takes place during the period 2200 to 0800 hours local time, and the Pilot can take undisturbed rest and is not called out for Duty.

28. OTHER MISCELLANEOUS RULES

28.1 Maximum nights away

- (a) *For flight duties that involve domestic pairings only, Virgin Australia will roster to a maximum of three (3) nights in any one (1) pairing away from Home Base. This can be extended to a maximum of four (4) nights away by agreement with a particular Pilot/s.*
- (b) *For flight duties that include international pairings, Virgin Australia will roster to a maximum of three (3) nights in any one (1) pairing away from Home Base. This can be extended to four (4) or five (5) nights away by agreement with Pilots who opt-in for extended pairings which will include a Trip RIG of 1:4.*
- (c) *The above restrictions do not apply to the rostering of Simulator Duty – Trainee, Simulator Duty – Check Pilot, Technical Duties, Jury Duties or Extended Ground Duties as set out in Part B of this Appendix or Administration Duties.*
- (d) *Rostering of recurrent simulator training (CPC/CPT) after annual leave and long service leave of at least 14 days. Subject to recency requirements, Virgin Australia recognises that ideally it should not within 14 Calendar Days, but in any event will not within seven (7) Calendar Days, roster Pilots a CPC/CPT following a period of balloted annual leave and long service leave.*
- (e) *Sign On twice in same Calendar Day: Where there are two (2) duties commencing on the same Calendar Day (Calendar Day based on the reporting port for the first Duty Period in the sequence), then the second Duty Period will have a maximum FDP of six (6) hours. This includes two (2) duties within the same pairing, or as separate pairings. This does not include split duties.*
- (f) *For the purposes of clause 28.1(b) above, a Trip Ratio in Guarantee (RIG) accrues Credits at the rate of one (1) Credit for every four (4) hours (or part thereof) from Sign On to Sign Off in Home Base. If a Pilot is Rostered a Flight Duty Pairing which extends between Roster Periods, the RIG will be paid in the Roster Period in which the Flight Duty Pairing concludes.*

28.2 Split Duty

- (a) Split Duty will be Rostered subject to the following limitations:
 - (i) must sign on and sign off at Home Base between 1800 hours and 1000 hours;
 - (ii) is limited to two (2) Sectors, one (1) Sector into an Overnight port and one (1) Sector back to Home Base;
 - (iii) each Sector will be less than or equal to 1 hour 40 minutes block time; and
 - (iv) a minimum of nine (9) hours time on ground between Sectors.
- (b) Any Rostered split Duty that does not meet these requirements must be approved by the AIC prior to forming part of a Pilot's roster.

28.3 Rosters for Check and Training Pilots

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- (a) ***Check and Training Pilots (excluding Training Captains) who opt in will be Rostered at least one (1) day of Personal Flying in a left-hand seat (or for TFOs in the right seat) with a minimum of 3 Sectors each Roster Period.***
 - (b) Where a Check and Training Pilot takes two (2) weeks or more of approved leave the requirement in clause 28.3(a) above does not apply.
 - (c) ***Full-Time Check and Training Pilots (excluding Training Captains) who opt in will be Rostered in addition to clause 28.3(a) above, a minimum of six (6) Duty days of Personal Flying distributed as evenly as possible across 13 Roster Periods.***
 - (d) ***Where a Check and Training Pilot believes that their Rostered Personal Flying is not sufficient to maintain proficiency, they can request that additional flying be provided. Such requests will not be unreasonably refused.***
 - (e) ***Personal Flying will not include any checking or training duties unless otherwise agreed.***

29. TURNAROUNDS

- 29.1 ***At the pairing build stage the minimum connection time between Sectors will be 30 minutes.***
- 29.2 ***Despite the above, where there is a change of aircraft, the minimum preferred connection time between Sectors will be 40 minutes.***

30. CIRCADIAN RHYTHM

- 30.1 ***At the pairing build stage, the circadian rhythm function will be turned on.***

31. INCREASE IN FDP AND FLIGHT TIME LIMITS IN AUGMENTED CREW INDIAN OCEAN TERRITORY OPERATIONS

- 31.1 The parties recognise that while these Work Rules have not been drafted so as to apply to Augmented Crew, they are able to be applied to Augmented Crew Indian Ocean Territory (**IOT**) Operations. Any such amendment/s dealing with Augmented Crew must be agreed by the AIC.
- 31.2 The following clauses apply to Augmented Crew IOT Operations into Christmas Island and Cocos Island. Following review by FSAG and/or CASA, more limiting provisions may apply in addition to the below:
 - (a) the minimum period of time for pre-flight (Sign On) will be 60 minutes and post-flight (Sign Off) Duty will be 30 minutes;
 - (b) Virgin Australia's operations manual has procedures for Augmented Crew IOT Operations;
 - (c) the FDP must be limited to not more than:
 - (i) three (3) Sectors with one (1) additional Pilot; or
 - (ii) four (4) Sectors with two (2) additional Pilots;
 - (d) the minimum in-flight rest must be in Class 3;

- (e) there is no Flight Time limit to Augmented Crew IOT Operations within the maximum allowable FDPs in clause 31.3 below;
- (f) the Rest Period preceding the FDP must be a minimum of 15 hours; and
- (g) only one (1) Augmented Crew IOT Operation may be Rostered in a seven (7) day period.

31.3 Maximum FDP

- (a) Pre-flight Duties and 15 minutes of post flight Duties form the FDP.
- (b) The use of a Sign On time which differs to that in clause 31.2(a) above in order to take advantage of an increased FDP from a more favourable time band is not permitted.
- (c) Table A applies when the FDP starts at a place where the Pilot is Acclimatised and Table B applies when the Pilot is in an Unknown State of Acclimatisation.

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

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

- (i) To apply Table A to a Pilot who is in an Acclimatised State, within the class choose the number of additional Pilots. The maximum FDP for the Pilot is the number under the chosen number of additional Pilots that corresponds to the Acclimatised Time at which the FDP for the Pilot is to start.

(e) Table B: Augmented IOT Crew FDP – State of Unknown Acclimatisation

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

- (i) To apply Table B to a Pilot who is in an Unknown State of Acclimatisation, first, choose the appropriate Rest Period that is immediately before their FDP, then within the class choose the number of additional Pilots. The maximum FDP for

the Pilot is the number under the chosen number of additional Pilots that corresponds to the Rest Period

Part B

For the purposes of this Agreement, the work of a Pilot is defined in the following terms:

32. FLYING DUTY

32.1 *A Flying Duty is a Duty Assigned to a Pilot that is directly related to operating an aircraft on revenue operations. This includes Positioning to/from a flight, even when the Positioning Sector is the only Duty Assigned on a day. Revenue operations for the purpose of this clause include all flights with passengers, Positioning flights (excluding aircraft delivery or redelivery flights), promotional flights and any other flight designated by the Head of Flight Operations as being a revenue flight.*

32.2 *The Work Rules in Part A of this Appendix 1 apply to a Flying Duty.*

33. SIMULATOR DUTY - TRAINEE (SDT)

33.1 *A SDT is a Duty carried out by a Virgin Australia Pilot who is being trained or checked in a simulator during a normal recurrent training program. This includes simulator duties associated with development or remedial training or command upgrade training (unless the command training is part of a type rating).*

33.2 *The Work Rules in Part A of this Appendix 1 apply to a SDT, except for the following changes:*

- (a)** *Unless otherwise agreed between Virgin Australia and the individual Pilot, a Pilot will have a minimum 20 hours Time Free of Duty prior to commencing a series of simulator duties in an Australian port. For international ports the minimum Time Free of Duty will be 20 hours or such additional time as determined on a port by port basis in consultation with the AIC.*
- (b)** *Pilots will not be Rostered any Positioning Sectors greater than three (3) hours in the same FDP as a simulator Duty.*
- (c)** *Pilots will be Rostered a minimum of 15 hours between simulator duties. This may be reduced by agreement.*

33.3 *A Pilot will not be Rostered a simulator Duty in the same Calendar Day as a Flying Duty. In the event of operational disruption, where a flight Duty extends beyond midnight local time, the acceptance of any simulator Duty on that same Calendar Day is at the discretion of the Pilot.*

33.4 *Where a Pilot has completed a simulator Duty that is conducted as a BOC Operation, they will not be eligible to start another Duty until after 30 hours rest if the simulator Duty was conducted in the Home Base/ Domicile of the Pilot. Where the BOC simulator Duty was conducted in a location other than the Pilots' Home Base/Domicile, the Pilot will have a minimum of 12 hours and up to 18 hours rest, or 30 hours or more rest prior to commencing another Duty. For the purposes of this clause, it is intended that where there are two (2) or more consecutive simulator duties this clause would apply to the last Duty in the series.*

34. SIMULATOR DUTY – CHECK PILOT (SDCP)

34.1 ***A SDCP is a Duty carried out by a Check Pilot or other Pilot authorised to conduct training or checks on behalf of the Virgin Australia training and checking organisation in an approved simulator. The approved simulator can be located anywhere in the world.***

34.2 ***The Work Rules in Part A of this Appendix apply to a SDCP, except for the following changes:***

- (a) ***Check Pilots will not be Rostered a simulator Duty on the same Calendar Day as a Flying Duty. In the event of operational disruption, where a flight Duty extends beyond midnight local time, the acceptance of any simulator Duty on that same Calendar Day is at the discretion of the Check Pilot.***
- (b) ***Where the simulator is located outside of Australia, the maximum time away from Home Base will be seven (7) consecutive days, unless otherwise agreed.***
- (c) ***Where the simulator is located within Australia but outside of the Home Base/Domicile, the maximum time away from Home Base will be four (4) consecutive days, unless otherwise agreed.***
- (d) ***Where a Pilot conducting a SDCP is away from Home Base/Domicile for more than six (6) consecutive days they will be entitled to Days Free of Duty following the SDCP in accordance with the following:***
 - (i) ***Seven (7)-14 consecutive days away – four (4) Days Free of Duty upon return (unless otherwise agreed);***
 - (ii) ***15-21 consecutive days away – six (6) Days Free of Duty upon return (unless otherwise agreed).***
- (e) ***A Pilot conducting a SDCP Duty can be Rostered single Days Free of Duty when conducting duties away from Home Base/Domicile.***

35. TECHNICAL DUTIES

35.1 ***Technical duties are duties associated with the acceptance, delivery, modification, testing or redelivery of aircraft from the manufacturers, leasing companies, maintenance facilities or other such agreed locations.***

35.2 ***Pilots must agree to undertake technical duties.***

35.3 ***The Work Rules in Part A of this Appendix do not apply to technical duties.***

35.4 ***At the completion of technical duties, Pilots will have the following Time Free of Duty before undertaking a Flying Duty, a SDT or SDCP.***

35.5 ***Time away from Home Base/Domicile:***

- (a) ***Up to six (6) days – required minimum Time Free of Duty prior to undertaking a Flying or simulator Duty – two (2) days;***
- (b) ***Seven (7)-14 days – required minimum Time Free of Duty prior to undertaking a Flying or simulator Duty – four (4) days;***

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- (c) **15-21 days – required minimum Time Free of Duty prior to undertaking a Flying or simulator Duty – six (6) days;**
 - (d) **Greater than 21 days – required minimum Time Free of Duty prior to undertaking a Flying or simulator Duty – eight (8) days.**

36. EXTENDED GROUND DUTIES (EGD)

- 36.1 **Extended Ground Duties are any duties that exceed four (4) consecutive days and do not fit within the definition of an SDT, SDCP, Jury Duty or Technical Duty. EGDs include type rating training, return to work training that exceeds four (4) consecutive days, project duties as Assigned by the applicable manager and administrative duties of more than four (4) consecutive days.**
- 36.2 **The Work Rules in Part A of this Appendix do not apply to EGDs, however the following provisions apply:**
 - (a) **Pilots are entitled to two (2) Days Free of Duty in seven (7) or four (4) days in 14 (to accommodate training schedules) unless otherwise agreed.**
 - (b) **Except in the case of simulator training (for example the ground school phase of a type rating course) Pilots will be Rostered two (2) consecutive Days Free of Duty per seven (7) days. Where it is necessary due to operational considerations to roster six (6) days Duty in a seven (7) day period, a Pilot will be Rostered at least one block of three (3) consecutive Days Free of Duty in 28 days.**
 - (c) **Where practical, Pilots undertaking simulator training should be Rostered two (2) consecutive Days Free of Duty per seven (7) days, however this can be reduced to two (2) single Days Free of Duty if required by simulator and/or instructor availability.**
 - (d) **Pilots undertaking simulator training will be Rostered a minimum of 15 hours free of Duty between consecutive simulator sessions. This can be reduced by mutual agreement in the event of simulator unavailability.**
 - (e) **Pilots conducting EGDs in a location within Australia other than their Home Base/Domicile will be entitled to confirmed travel to/from their Home Base/Domicile where they have three (3) or more consecutive Days Free of Duty and the relevant Flight Time is no more than three (3) hours (they will be entitled to maintain their accommodation in the location of the EGD during their absence on Days Free of Duty). Any such travel is to be undertaken by the Pilot in their own time and does not constitute Duty.**
- 36.3 **Pilots conducting EGDs in a location outside Australia will be Rostered for Time Free of Duty upon their return as follows:**
 - (a) **Up to six (6) days – required minimum Time Free of Duty prior to undertaking a Flying, simulator or EGD (within Australia) – two (2) days ;**
 - (b) **Seven (7)-14 days – required minimum Time Free of Duty prior to undertaking a Flying or simulator or EGD – four (4) days ;**
 - (c) **15-21 days – required minimum Time Free of Duty prior to undertaking a Flying or simulator or EGD – six (6) days**

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- (d) **22-30 days – required minimum Time Free of Duty prior to undertaking a Flying or simulator or EGD – eight (8) days;**
- 36.4 **Greater than 30 days – required minimum Time Free of Duty prior to undertaking a Flying or simulator or EGD – 10 days plus an additional two (2) days for every 10 days beyond 30 days. Despite the above, Pilots may be Rostered admin duties to facilitate the completion of paperwork associated with entering a type rating on the candidates Australian Pilots’ licence prior to or during the Time Free of Duty.**
- 36.5 **The maximum Duty Period for an EGD will be 12 hours, not including the pax Sector home.**
- 36.6 **The minimum Time Free of Duty between EGD duties will be 11 hours unless otherwise agreed, however will be no less than 10 hours.**
- 36.7 **Pilots undertaking EGD do not accrue days in lieu or additional days off upon their return to their Home Base/Domicile, other than described above.**
- 36.8 **Where Pilots are required to changes their roster to accommodate operationally required changes they will not be entitled to payments for working on a DDO. However, a substitute day of Duty will be provided to ensure the number of Days Free of Duty over the course of the EGD are preserved.**

APPENDIX 2 – PART-TIME ARRANGEMENTS

PART A – GENERAL

1. SYSTEM DESCRIPTION

- 1.1 Both Temporary and Permanent Part-Time (PT) arrangements will be offered in accordance with this Agreement.
- 1.2 Two PT work options are available to crew:

PT50:	50% of a full-time roster
PT75:	75% of a full-time roster

2. COMMITMENT AND RESPONSIBILITY

- 2.1 To enable effective and predictable resource planning, Virgin Australia expects individuals to commit to a clearly structured period of working on a PT Arrangement.
- 2.2 Transferring to working on a PT arrangement is an important decision for a Pilot as it will mean an extended period of time with reduced earnings.
- 2.3 The decision to accept a PT arrangement is entirely at the discretion of individual Pilots.
- 2.4 Appendix 2 can only be altered by agreement of the AIC.

3. COMPANY SERVICE

- 3.1 A Pilot accepting a PT arrangement remains a permanent employee of Virgin Australia and retains the rights and privileges of their contractual entitlements.
- 3.2 Accepting a PT agreement does not break a Pilot's continuous service with Virgin Australia, nor does it alter the Pilot's commencement date with Virgin Australia.

PART B – AVAILABLE ARRANGEMENTS, ALLOCATIONS AND OPERATIONS

4. NUMBER OF ARRANGEMENTS

- 4.1 The number of Temporary and Permanent PT arrangements to be offered will be determined in accordance with this Agreement.
- 4.2 Pilots who are offered part-time arrangements can access PT50 or PT75 in accordance with clause 10 – Types of Employment and clause 11 – Transition to Retirement of this Agreement.

5. DURATION OF THE PT ARRANGEMENTS

- 5.1 Temporary PT50 and PT75 arrangements will be allocated to a Pilot for 26 Roster Periods (approximately two (2) years). A Pilot may elect for a shorter period. A part-time arrangement is for a defined period aligned to the start and finish of Roster Periods.

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- 5.2 A Pilot will specify their preferred duration of Temporary PT work at the time of applying for the PT position. The agreed term will be confirmed by Virgin Australia in writing.
- 5.3 Permanent PT positions will continue until the Pilot ceases to be employed by Virgin Australia. In extenuating circumstances only, the Pilot can request and the Head of Flight Operations may agree to terminate the arrangement.
- 5.4 Upon completion of the agreed temporary PT term, a Pilot's further basis of employment will be determined according to clause 11 of this Appendix.

6. RECALLING OF TEMPORARY PT ARRANGEMENTS

- 6.1 Virgin Australia will only have the right to recall a Pilot on a Temporary PT arrangement for lifestyle reasons to resume full-time work with a minimum of three (3) Roster Periods notice where:
- (a) the cap outlined in clause 10.3 of this Agreement has been reached; and
 - (b) the Pilot is being recalled in order to provide access to Temporary Part-Time arrangements for Pilots meeting the requirements of clauses 10.4(b)(i) to 10.4(b)(vi) of this Agreement.
- 6.2 A Pilot will be recalled in the reverse order of when the Pilot commenced their Temporary PT arrangement. Where two (2) or more Pilots commenced Temporary PT arrangements on the same date, the Pilot with a lower position on the GDOJ List will be recalled.
- 6.3 Where a Pilot who is recalled from a Temporary PT arrangement wishes to remain on a Temporary PT arrangement, their name will be put back to the top of the Waiting List. When returning to Temporary PT the Pilot will only be entitled to a Temporary PT arrangement for the duration equal to the unused time from their agreed Temporary PT term, unless agreed otherwise.

7. ELIGIBILITY

- 7.1 All Pilots will be eligible to lodge an application for PT arrangements to commence no earlier than six (6) months after they have checked-to-line on type and or status, subject to a satisfactory level of performance.
- 7.2 Pilots returning to their previous position from parental leave (or periods of leave in excess of six (6) months) will be eligible to commence on part-time arrangements following a consolidation period of 100 hours post check to line.
- 7.3 The consolidation periods above in clauses 7.1 and 7.2 following check to line may be reduced by agreement between the Pilot and the Head of Flight Operations (or their delegate).
- 7.4 The Head of Flight Operations (or their delegate) may impose temporary restrictions on eligibility if resources are limited in particular Resource Groups.

8. ALLOCATION OF PT ARRANGEMENTS

- 8.1 Pilots may submit applications for PT arrangements via the designated process.
- 8.2 These applications will be added to the applicable Resource Group PT waiting list in the order of receipt.

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- 8.3 As further PT arrangements become available, the Pilot next on the applicable Resource Group PT waiting list will be offered the position, in accordance with the priorities detailed in clause 10 of this Agreement and as per clause 11 of this Appendix 2.
- 8.4 Pilots on Temporary PT arrangements may re-apply and be added to the applicable Resource Group Temporary PT waiting list no sooner than 12 weeks prior to the completion of the agreed minimum term.
- 8.5 A Pilot on parental leave, or periods of leave in excess of 12 weeks, returning to their original position will be eligible to lodge an application for PT arrangements 12 weeks prior to returning from parental leave.
- 8.6 The applicable Resource Group PT waiting list will be continuously updated and available for Pilots to view so they are aware of where they are positioned on the list relative to other Pilots. Pilots will be listed by employee number and priority category only.

9. RANK, BASE, TRAINING AND OTHER CONSIDERATIONS

9.1 Promotion

- (a) A PT Pilot (temporary or permanent) who is offered and accepts an upgrade on type will be required to relinquish their PT arrangement on commencement of upgrade training. Prior to accepting an upgrade, a Pilot may request from Virgin Australia confirmation of the likelihood of success of a PT arrangement in their new Resource Group.
- (b) A Pilot Awarded a PT arrangement in their new Resource Group under clause 9.1(a) above will be eligible to commence following a period of six (6) months consolidation following check to line. The six (6) months may be reduced by agreement between the Pilot and the Head of Flight Operations (or delegate).
- (c) A Pilot on a PT arrangement who is unsuccessful in their upgrade training will have to reapply in accordance with clause 10.4 or 10.5 of this Agreement.

9.2 Transfers

- (a) PT Pilots (temporary or permanent) who transfer to another aircraft type, or to a position not covered by this Agreement, will be required to relinquish their PT arrangement. Access to PT arrangements will be determined by the relevant Agreement applying to their new role.
- (b) A Pilot on a Temporary PT arrangement who accepts a Home Base transfer will be required to relinquish their PT arrangement upon transfer.
- (c) A Pilot on a Permanent PT arrangement may only transfer to another Home Base if there is an available Permanent PT arrangement in the new Resource Group.
- (d) Pilots transferring from another flying operation within the Virgin Australia Group to the Narrow Body Operation and who are on a part-time arrangement will be required to relinquish their part-time arrangement from that other flying operation.

9.3 Additional Roles

The Head of Flight Operations (or delegate) may require individual Pilots to relinquish Check or Training duties whilst on PT arrangements. In this situation, a Pilot will be given the option to

return to full-time flying as a Check/Training Captain or remain on PT arrangements and relinquish their Check or Training Duties.

10. OFFER AND ACCEPTANCE OF A PT ARRANGEMENT

- 10.1 Virgin Australia will contact Pilots on the applicable Resource Group PT waiting list to offer them an available PT arrangement. This offer will be made with a minimum of six (6) weeks' notice prior to the commencement of the Pilot's planned PT roster.
- 10.2 If contact attempts with a Pilot eligible for the next available PT position are unsuccessful, that Pilot will retain their position on the applicable Resource Group PT Waiting List until a further offer of an arrangement is to be made. If attempts to contact the Pilot on further occasions within seven (7) days are unsuccessful, they will forfeit their right to that arrangement and their name will be removed from the PT Waiting List. Contact will be attempted by e-mail and the personal phone number/s provided by the Pilot.
- 10.3 Once contacted, Pilots will have seven (7) days to notify Virgin Australia in writing of their acceptance of the offer of a PT arrangement. A Pilot's failure to respond to an offer within the seven (7) day period will lead to forfeiture of their right to the PT arrangement and the arrangement will be offered to the next Pilot on the applicable Resource Group PT waiting list.
- 10.4 Subject to mutual agreement, a Pilot who has not had six (6) weeks' notice of commencement of a PT arrangement will not forfeit that arrangement but will be required to take it up from the commencement of the Roster Period immediately following the offered commencement date.
- 10.5 A Pilot who is offered a PT arrangement while on authorised leave (such as personal, parental, long service and annual leave) will be required to take up that arrangement on their return to work provided they have had six (6) weeks' notice prior to the commencement of the Pilot's planned PT roster, unless otherwise mutually agreed.
- 10.6 A Pilot who is unable or unwilling to take up the PT arrangement on the offered commencement date will forfeit their right to the arrangement and their name will be removed from the applicable Resource Group PT waiting list.

11. COMPLETING AN AGREED TEMPORARY PT TERM

- 11.1 Pilots on a Temporary PT arrangement will be required to advise Virgin Australia of their preference for either returning to full-time work or re-applying for further Temporary PT work no later than 10 weeks prior to the completion of their Temporary PT arrangement.
- 11.2 Following the completion of an agreed Temporary PT term, if a Pilot has applied for a further Temporary PT arrangement, the Pilot may be offered a further Temporary PT arrangement in accordance with clause 10.4 of this Agreement.
- 11.3 In normal circumstances, Virgin Australia will confirm whether the Pilot will be offered a further Temporary PT arrangement within seven (7) weeks of the scheduled end of their term.
- 11.4 Other than set out above, the decision to allow a Pilot to relinquish their Temporary PT arrangement prior to the completion of the agreed term will be at the discretion of the Head of Flight Operations (or delegate).

12. EXTENDED LEAVE

- 12.1 This section will apply to all Pilots who take personal or parental leave for a period in excess of six (6) months during the term of the Temporary PT arrangement.

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- (a) If there are other Pilots on the applicable Resource Group Temporary PT Waiting List, then the following conditions apply:
- (i) the Pilot will be required to relinquish their Temporary PT arrangement for the duration of the Pilot's extended leave.
 - (ii) when returning to work after their extended leave, the Pilot will be entitled to the next Temporary PT arrangement when it becomes available in accordance with clause 10 of this Agreement.
 - (iii) the Pilot will only be entitled to a Temporary PT arrangement for the duration equal to the unused time from their agreed Temporary PT term (taken at the commencement date of the extended leave). On the completion of this remaining term, the Pilot will be expected to return to full-time work, unless a Temporary PT arrangement is available at that time.
- (b) In all other cases, the Pilot will be subject to the provisions of clause 11 of this Appendix.

PART C – ENTITLEMENTS

13. ENTITLEMENTS

- 13.1 Pilots on PT arrangements will receive 100% of the entitlements of full-time Pilots in relation to the following:
- (a) Staff Travel;
 - (b) Death Benefit Insurance;
 - (c) Loss of Licence Insurance; and
 - (d) Travel Insurance.
- 13.2 Pilots on PT arrangements who are serving a Bond for Endorsement will have their remaining Bond Period extended on a prorated basis.
- (a) For example:
 - (i) A Pilot on PT50 with 12 months remaining on their Bond will have the period increased to 24 months.
 - (ii) A Pilot on PT75 with 12 months remaining on their Bond will have the period increased to 16 months.
- 13.3 The pro-ration of entitlements will commence from the date a Pilot commences a PT work arrangement.
- 13.4 Salaries will be paid to Pilots on PT arrangements in accordance with clause 24.5 Table 4: PT50 Annual base salary and Table 5: PT75 Annual base salary in this Agreement.
- 13.5 DTA, ODTA, IDTA, use of own accommodation allowances, and reimbursement of expenses will be paid at the full rate.

13.6 Pilots on PT arrangements will receive superannuation contributions in accordance with this Agreement.

14. ANNUAL LEAVE

14.1 Pilots transferring to a PT arrangement will retain all accrued annual leave.

14.2 A Pilot on PT50 will accrue annual leave at the rate of 1.38 days per Roster Period (based on 18 days per year).

14.3 A Pilot on PT75 will accrue annual leave at the rate of 2.08 days per Roster Period (based on 27 days per year).

14.4 A Pilot on PT arrangements will be entitled to bid for annual leave via the normal crew annual leave bidding process.

14.5 From the commencement of the annual leave ballot in 2025, a Pilot on PT50 will be able to bid for up to six (6) slots of annual leave through the approved annual leave system (ballot or Ad Hoc). Where a PT50 Pilot bids for a period of leave of at least seven (7) consecutive days, the Pilot will be deducted annual leave for 50% of the approved leave period, with the balance being Rostered as DDO and/or Offline Days. Where there is an uneven number of days, the annual leave will be split to the nearest whole day with the higher day count being applied as annual leave.

14.6 From the commencement of the annual leave ballot in 2025, a Pilot on PT75 will be able to bid for up to six (6) slots of annual leave through the approved annual leave system (ballot or Ad Hoc). Where a PT75 Pilot bids for a period of leave of at least seven (7) consecutive days, the Pilot will be deducted annual leave for 75% of the approved leave period, with the balance being Rostered as DDO and/or Offline Days. Where there is an uneven number of days, the annual leave will be split to the nearest whole day with the higher day count being applied as annual leave.

14.7 Pilots on PT arrangements will be entitled to request annual leave via the Ad Hoc annual leave system in accordance with Virgin Australia policies. However, when bidding for Ad Hoc annual leave Pilots on PT arrangements must remain cognisant of the recency requirements set out in the A1 manual.

15. PERSONAL LEAVE

15.1 Pilots will retain all accrued personal leave when they transfer to a PT arrangement.

15.2 Pilots on PT50 will accrue 0.62 personal leave days per Roster Period (based on eight (8) days per year).

15.3 Pilots on PT75 will accrue 0.92 days per roster (based on 12 days per year).

16. URTI LEAVE

16.1 Pilots on PT50 will accrue 0.23 URTI days per Roster Period (based on 3 days per year).

16.2 Pilots on PT75 will accrue 0.38 URTI days per Roster Period (based on five (5) days per year).

17. LONG SERVICE LEAVE

- 17.1 Long service leave will be administered in accordance with the relevant State/ Territory legislation applying in the Pilot's Home Base.
- 17.2 Notwithstanding the above, Pilots on PT arrangements who take long service leave during or within 12 months after the completion of their PT term will be entitled to payment at 100% of the Annual Base Salary as specified in this Agreement at the time the leave is taken.

18. PARENTAL LEAVE

- 18.1 Pilots on PT arrangements will be provided with parental leave in accordance with this Agreement.
- 18.2 Pilots on PT50 will receive 50% of the entitlements of full-time Pilots in relation to paid parental leave.
- 18.3 Pilots on PT75 will receive 75% of the entitlements of full-time Pilots in relation to paid parental leave.

PART D – WORK RULES

19. FLIGHT AND DUTY LIMITATIONS

- 19.1 Pilots on PT arrangements will be Rostered in accordance with the Flight and Duty Limitations and Work Rules applicable under this Agreement and the FRMS.
- 19.2 Pilots on PT arrangements are subject to the same flight recency requirements as full-time Pilots.

20. ROSTERS

- 20.1 Pilots on PT arrangements will be Rostered for and required to work the full range of duties required of full-time Pilots. This includes the type of Duty (e.g. Flying Duty, Standby, Simulator) as well as the way in which it is Rostered (e.g. Time of Trip, length of Trip).
- 20.2 Where a Pilot who is on a PT50 arrangement takes approved leave during the Roster Period, DDOs will be pro-rated in accordance with the table below:

Leave Days	Designated Days Off Off-Peak	Days available for Duty Off-Peak	Offline Days	Designated Days Off Peak RP	Days available for Duty Peak RP
0	6	8	14	5	9
1	6	7	14	5	8
2	5	7	14	4	8
3	5	6	14	4	7

Leave Days	Designated Days Off Off-Peak	Days available for Duty Off-Peak	Offline Days	Designated Days Off Peak RP	Days available for Duty Peak RP
4	4	6	14	4	6
5	4	5	14	3	6
6	3	5	14	3	5
7	3	4	14	2	5
8	3	3	14	2	4
9	2	3	14	2	3
10	2	2	14	1	3
11	1	2	14	1	2
12	1	1	14	1	1
13	0	1	14	0	1
14	0	0	14	0	0

20.3 Where a PT75 Pilot takes approved leave during the Roster Period, DDOs will be pro-rated in accordance with the table below:

Leave Days	Designated Days Off Off-Peak RP	Days available for Duty Off-Peak RP	Offline Days	Designated Days Off Peak RP	Days available for Duty Peak RP
0	8	12	8	7	13
1	8	11	8	7	12
2	7	11	8	6	12
3	7	10	8	6	11
4	6	10	8	6	10
5	6	9	8	5	10
6	6	8	8	5	9
7	5	8	8	4	9
8	5	7	8	4	8

Leave Days	Designated Days Off Off-Peak RP	Days available for Duty Off-Peak RP	Offline Days	Designated Days Off Peak RP	Days available for Duty Peak RP
9	4	7	8	4	7
10	4	6	8	4	6
11	4	5	8	3	6
12	3	5	8	3	5
13	3	4	8	2	5
14	2	4	8	2	4
15	2	3	8	2	3
16	2	2	8	1	3
17	1	2	8	1	2
18	1	1	8	1	1
19	0	1	8	0	1
20	0	0	8	0	0

21. ROSTER REQUESTS

- 21.1 Pilots on PT arrangements will be entitled to bid for their roster preferences in the same manner as full-time Pilots.
- 21.2 When making bids for their rosters, Pilots on PT arrangements must remain cognisant of the requirement to maintain their flight currency.

22. DAYS OFF

22.1 Pilots on PT50 will be Rostered for:

- (a) a minimum of six (6) Designated Days Off and fourteen (14) Offline Days in each Off-Peak Roster Period.
- (b) a minimum of five (5) Designated Days Off and fourteen (14) Offline Days in each Peak Roster Period; and

22.2 Pilots on PT75 will be Rostered for:

- (a) a minimum of eight (8) Designated Days Off and eight (8) Offline Days in each Off-Peak Roster Period.
- (b) a minimum of seven (7) Designated Days Off and eight (8) Offline Days in each Peak Roster Period.

23. STANDBY

23.1 The assignment of Standby duties for Pilots on PT arrangements will as per full-time Pilots.

24. LEAD IN/ LEAD OUT PAIRINGS

24.1 For Pilots on PT50 and PT75 arrangements, rostering of lead in and lead out pairing will be the treated in the same manner as full-time Pilots.

25. WORKING ON DESIGNATED DAYS OFF, BLANK DAYS OR OFFLINE DAYS

25.1 Pilots on PT arrangements acknowledge that participation in a PT arrangement is designed as an opportunity allowing for a reduction in work days.

25.2 A Pilot on an Offline Day is not required to be contactable or available for work. A Pilot on PT arrangements who agrees to work on an Offline Day if requested by Virgin Australia, will not be entitled to a payment in accordance with clause 38 of this Agreement, but instead will have their Flight Time accrue Credit hours. A Pilot working on an Offline Day will lose the Offline Day Credit.

25.3 A Pilot on PT whose Duty extends after Sign On to infringe an Offline Day will be paid infringement payments as per clause 38.438.

25.4 A Pilot on PT accepting a Duty on an Offline Day may direct Crew Tracking to swap an Offline Day for a future DDO within the same Roster Period to trigger the payment at clause 38.

25.5 Pilots on PT arrangements are not required to be available for Duty on a DDO, Blank Day or Annual Leave Day. Pilots on PT arrangements may, however, accept work on a DDOs, Blank Day or Annual Leave Day.

25.6 A Pilot on PT arrangements who agrees to work on or infringes a DDO, Blank Day or Annual Leave Day will be entitled to a payment in accordance with clause 38.4of this Agreement, and applicable allowances as specified in this Agreement.

APPENDIX 3 – GROUP DATE OF JOINING LIST

This Appendix sets out the rules for the creation and maintenance of the GDOJ List as set out in clause 74 of the Agreement.

1. GDOJ LIST

- 1.1 A Pilot's GDOJ list has been created to include all Pilots in the Virgin Australia Group (i.e. VAA, VAI, VAINZ, VARA and Tigerair).
- 1.2 The GDOJ List will order the relevant Pilots as follows:
 - (a) Australian based short haul Pilots will maintain their existing priority (i.e. they will not be re-prioritised as between themselves).
 - (b) Australian based long haul Pilots have then be added to the list according to the commencement of their induction as a Pilot in the Virgin Australia Group. In cases where long haul Pilots commenced induction on the same day, they will be prioritised according to their experience upon induction in the manner outlined in 1.5 below. Finally to avoid doubt, a Pilot who joined the Australian based short haul operation in 2003, for example, and then transferred to the long haul operation in 2009 will be ordered having regard to their commencement in 2003.
 - (c) The above list will not be re-prioritised other than as outlined above.
 - (d) Once the Australian based short haul Pilots and long haul Pilots have been prioritised as outlined above, all New Zealand based Pilots will then be added to the bottom of the list with a group date of joining of 1 July 2012. Although these Pilots will all have a commencement date of 1 July 2012 for the purposes of the GDOJ List, they have been ordered on that day having regard to their service as a contractor to and/or employee of the New Zealand based operation (i.e. those who were contracted Pilots to the Pacific Blue operation prior to August 2008 will be prioritised first). Notwithstanding this, New Zealand based Pilots who commenced employment in the Virgin Australia Group as an Australian based Pilot will be prioritised having regard to the commencement of their induction as a Pilot in the Virgin Australia Group.
 - (e) Once the Australian based short haul Pilots, Australian based long haul Pilots and New Zealand based Pilots have been prioritised as outlined above, all VARA Pilots employed on or before 7 January 2014 have been added to the bottom of the GDOJ list, with a group date of joining of 7 January 2014. They have been added in their current order on the VARA Pilot's List. They will not be reprioritised.
 - (f) Once Australian based short haul Pilots, Australian based long haul Pilots, New Zealand based Pilots and VARA Pilots have been prioritised as outlined above, all Tigerair Pilots employed on or before 8 April 2016 have been added to the bottom of the GDOJ List, with a group date of joining of 8 April 2016. They will not be re-prioritised.
- 1.3 The GDOJ List will be updated to include all Pilots who join (and have joined) the Virgin Australia Group from 8 April 2016 onwards (i.e. irrespective of the operation within which they are employed). These Pilots will be added to the GDOJ list consistent with the commencement of their first day of induction.
- 1.4 Pilots must be employed on a permanent basis by a company or entity within the Virgin Australia Group to be included in the list.

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- 1.5 From 8 April 2016 onwards, Pilots who commence induction with the Virgin Australia Group on the same day will be ordered by their respective experience levels on that date. In this circumstance, the priority will be:
- (a) Greatest hours on aircraft above 40 tonnes as primary crew; or if not applicable,
 - (b) Greatest hours on aircraft above 40 tonnes as Cruise First Officers/second officers; or if not applicable,
 - (c) Total aeronautical hours.

For the avoidance of doubt, the F100 is considered as an aircraft above 40 tonnes.

- 1.6 The date of joining for Virgin Australia cadet Pilots will be their first day of induction as a First Officer/Second Officer within the Virgin Australia Group.
- 1.7 Any Pilot who is made redundant and who is re-employed as a Pilot by Virgin Australia within five (5) years will resume their prior position on the GDOJ List. Pilots who are made redundant will be given priority for re-employment provided they keep their contact details current and advise their intention to pursue re-employment with the People team.
- 1.8 For the purposes of Appendix 3, the Virgin Australia Group extends to the Australian based short haul, Australian based long haul, New Zealand, VARA and Tigerair operations (VAA, VAI, VAINZ, VARA and Tigerair) as at 8 April 2016 and not to any business/company acquired after this date.
- 1.9 In the event of the acquisition of another airline, Virgin Australia will consult and agree with the VAA AIC on the terms under which that airline's Pilots are added to the Virgin Australia Group GDOJ List.

2. NARROW BODY COMMAND PRIORITY DATES

- 2.1 Command priority dates will operate for the Award of narrow body commands. Narrow body includes Boeing 737 aircraft, Embraer 190 aircraft or any replacement narrow body jet aircraft. For the purpose of narrow body First Officer positions, or Wide Body Aircraft First Officer or Captain positions, a Pilot's Date of Joining is the only consideration.
- 2.2 A Command priority date will be given to all short haul first officers and cruise relief first officers (CRFO) employed before 1 July 2012 and will be notated in a separate column on the GDOJ List.
- 2.3 Command priority dates of the relevant Pilots will be determined in accordance with the following rules:
- (a) All short haul first officers (direct entry) employed at Virgin Australia short haul operation before 1 July 2012 will be given a command priority date that corresponds with their date of joining in the Virgin Australia Group.
 - (b) Former CRFOs who transferred from VAI to VAA as a short haul first officer prior to 1 July 2012 will be given a command priority date that corresponds with their date of induction into the short haul operation.
 - (c) CRFOs (existing) employed at VAI prior to 1 July 2012 will be given a command priority date of 30 June 2012 for the purposes of the Command priority list. They will be ordered on that day having regard to the commencement of their induction with the long haul

operation. CRFOs who commence induction on the same day will be ordered by their respective experience levels on that date. In this circumstance, the priority will be:

- (i) Greatest hours on aircraft above 40 tonnes as primary crew; or if not applicable,
 - (ii) Greatest hours on aircraft above 40 tonnes as Cruise First Officers; or if not applicable,
 - (iii) Total aeronautical hours.
- (d) Former Australian based Pilots who were employed by VANZEC prior to 1 July 2012 will be given a command priority date of 30 June 2012 if they were previously employed as a CRFO or a date that corresponds with their induction as a Pilot in the Virgin Australia Group if they were previously employed as a short haul first officer (direct entry).

3. APPLICATION OF THE GDOJ LIST AND NARROW BODY COMMAND PRIORITY DATE

3.1 For the purpose of clause 3 of this Appendix 3, the following acronyms are used:

- (a) Direct Entry FOs who hold a Command Priority Date: DECP holder
- (b) Ex CRFOs or current CRFOs who hold a Command Priority Date: ERCP holder
- (c) Date of Joining only (no CPD assigned): DOJO holder

3.2 DECP holders will be considered as DOJO holders, once they are checked to line as a Captain. At this point their CPD is deleted from the GDOJ List.

3.3 ERCP holders will be considered as ERCP holders whilst they are both a FO and a Captain. Once an ERCP holder is checked to line as a Captain, their CPD becomes bracketed and remains on the GDOJ List for future reference.

3.4 For any narrow body command position where there is a DECP holder bidding, the dates used to rank Pilots are listed in clause 3.4(a) and 3.4(b) below. The Pilot with the earliest date will be Awarded the command position.

- (a) DECP holders and ERCP holders – CPD; and
- (b) DOJO holders – DOJ.

Example: Only direct entry FO's (priority not yet used) and ex CRFOs are bidding for a command, CPD is used to ensure the priority of the direct entry FO is maintained.

Example: A DECP holder (direct entry FO who has not used command priority), and a DOJO holder (either direct entry FO who has used command priority or Captain at EBA vote) are bidding for a command. The DECP holder's CPD and the DOJO holder's DOJ are used to Award the command.

Example: A direct entry FO (command priority not yet used, so DECP holder), an ex CRFO (irrespective of rank, so an ERCP holder) and a Captain (who was previously a direct entry FO and has used their command priority, so now a DOJO holder) are bidding for a command. The direct entry FO (DECP) has not yet exercised their command priority, so CPD must be used to ensure command priority is maintained compared to

the ex CRFO (ERCP). The direct entry FO and ex CRFO CPD is compared against the DOJ holders DOJ to Award the command.

- 3.5 For any narrow body command position where there is no DECP holder bidding, the dates used to rank Pilots will be their DOJ. The Pilot with the earliest date will be Awarded the command position.

Example: A Captain (who was previously a direct entry FO who has used their command priority, so now a DOJ holder) and an FO (ex CRFO, so an ERCP holder) are bidding for a command position. DOJ is used to prioritise Pilots because there is no DECP holder bidding. The Pilot with the earliest DOJ will be Awarded the command.

- 3.6 Command priority dates will cease to operate either as soon as the last Short Haul First Officer (direct entry) who was employed before 1 July 2012 has exercised their command priority date, or after 27 May 2033, whichever occurs first. From this time onwards, narrow body commands will be Awarded in accordance with Group date of joining.
- 3.7 To avoid doubt, all references to the Award of commands etc in this Appendix 3 must be read subject to the career progression provisions in the Agreement, in particular, the requirement that the successful Pilot must be assessed as “suitable”.

4. VARA F100 PILOTS TRANSFER

- 4.1 VARA F100 work has transferred from the F100 to the Virgin Australia B737 and the transfer of these lines of flying supports the transfer of an equivalent number of VARA F100 Pilots to Virgin Australia in accordance with this clause.

- 4.2 At the time of the VARA F100 fleet replacement announcement, 37 VARA F100 Captains and 30 First Officers were recorded on the F100 transfer list (“the F100 Transfer List”) dated 22 September 2022.

- 4.3 Subject to clause 4.4 below:

- (a) 26 VARA F100 Captains on the F100 Transfer List have a right to transfer to a B737 Captain Perth position regardless of their GDOJ position.
- (b) 21 VARA F100 First Officers on the F100 Transfer List have a right of transfer to a B737 First Officer Perth position regardless of their GDOJ position. For clarity, a First Officer on the F100 Transfer List does not have the right to move into an unfilled position from 4.3(a) above.

- 4.4 For clarity, if a F100 Pilot with transfer priority does not exercise their rights to take up this position by nominating through an Expression of Interest or other means by 1 January 2025 (or by another date agreed with the AIC) they will forfeit their right to this position and these positions will be Awarded as part of the bid import process outlined in clause 76 of this Agreement.

- 4.5 In March 2024, Virgin Australia announced it is considering introducing a Regional Jet (such as a A220 or E2). The right for VARA F100 Pilots to transfer under clause 4.3 above is conditional on a clause being included in the *Virgin Australia Regional Airlines Pilots’ Enterprise Agreement 2022* (or its replacement) as follows:

“Pilot positions on the Regional Jet will be allocated in the following priority:

(a) **Perth Base**

1. *Priority in rank for the remaining 11 of the 37 Captains, and nine (9) of the 30 First Officers on the F100 Transfer List not transferring to a B737 and irrespective of their seniority; then*
2. *The next 26 Captain and 21 First Officer positions will be awarded in accordance with the Virgin Australia Narrow Body Aircraft Pilots' Enterprise Agreement 2024 and using the GDOJ List; then*
3. *Any further positions awarded using the VARA Date of Joining List.*

(b) *Any additional positions on the Regional Jet in any base outside of Perth will be awarded in accordance with the process outlined in clause 76 of the Virgin Australia Narrow Body Aircraft Pilots' Enterprise Agreement 2024 and using the GDOJ List.*

APPENDIX 4 – SINGLE BALLOT ANNUAL LEAVE BIDDING SYSTEM

1. ANNUAL LEAVE

This Appendix sets out the guidelines for annual leave bidding for Pilots covered by the Agreement. This Appendix must be read and interpreted subject to the terms and conditions of this Agreement. The guidelines laid down in this Appendix will take effect from the Commencement Date until such time that Appendix 5 – Multi-Ballot Annual Leave Bidding System is implemented. Any Ballot Year will only be governed by a single Annual Leave Bidding System included in this Agreement.

2. SYSTEM DESCRIPTION

2.1 The Annual Leave Bidding System seeks to manage the allocation of annual leave to Pilots and distributes leave periods amongst Pilots. During the annual leave ballot process, the system will give preference to Pilots with the most accumulated points who bid for a specific leave period.

2.2 Leave categories include:

- (a) Awarded annual leave
- (b) Assigned annual leave
- (c) Ad Hoc annual leave
- (d) Binned annual leave
- (e) Compulsory annual leave

3. ANNUAL LEAVE BALLOT PROCESS

3.1 Allocation of points

- (a) Pilots covered by this Agreement at the Commencement Date will retain a points balance that is equal to the unspent points carried over from the previous Ballot Year.
- (b) Pilots transferring from VARA will be credited 10 points per week of annual leave accrued at the time that they transfer to this Agreement.
- (c) Prior to the commencement of each annual leave ballot, Pilots will be credited with the following additional points:
 - (i) Full-time Pilots – 300 points;
 - (ii) PT75 Pilots – 225 points; and
 - (iii) PT50 Pilots – 150 points.

3.2 Utilisation of points

Points will be debited for each successful bid that is Awarded via the annual leave ballot. Any unspent points will carry over to the next ballot period.

3.3 Annual leave ballot process

- (a) No less than four (4) weeks before the opening of the annual leave ballot, the AIC will determine the following:
 - (i) A list of each ballot Bid Group members showing each Pilot's employee number and their ballot points total.
 - (ii) The number of annual leave slots to be made available in each week of the Ballot Year for each Bid Group. Sufficient leave slots will be made available in each Bid Group to ensure that every Pilot in the Bid Group can access their annual entitlement as per clause 50 of this Agreement.
 - (iii) The point value of each week of the Ballot Year per Bid Group.
 - (iv) The timeline for the ballot and the ballot "significant dates".
 - (v) The maximum number of leave weeks a Pilot can bid for in the ballot.
- (b) Before the annual leave ballot opens, the information at clauses 3.3(a)(i) to 3.3(a)(iv) above will be published both on the intranet and on Comply365.
- (c) Before the annual leave ballot opens, updated guidance for Pilots highlighting any changes to the ballot process will be published on the intranet and Comply365.
- (d) After the annual leave ballot has closed, the system will process all the bids submitted. Annual leave blocks will be Awarded to Pilots in order of the highest number of accumulated points. If a tie occurs, then the longest serving Pilot (with reference to the Virgin Australia GDOJ) will be Awarded the leave. Each block of seven (7) days will be considered on a stand-alone basis.
- (e) Virgin Australia may Assign annual leave to a Pilot during the annual leave ballot such that the aggregate of leave either Awarded and/ or Assigned to a Pilot in the annual leave ballot does not exceed six (6) weeks. Pilots will be able to email Virgin Australia (FC.Leave@virginaustralia.com) to request that any Assigned annual leave be in consecutive blocks.
- (f) A Pilot may surrender any Assigned annual leave back to Virgin Australia no later than four (4) weeks prior to the commencement of the Ballot Year, and can do so by emailing Virgin Australia (FC.Leave@virginaustralia.com).
- (g) If unwanted Assigned annual leave is not surrendered to Virgin Australia by this time it may only then be disposed of through the Binned Leave process or by mutual consent.
- (h) Awarded annual leave (annual leave that is bid for and Awarded) cannot be surrendered, and can only be cancelled by mutual consent.
- (i) Following the publication of the ballot results, Virgin Australia will provide the AIC with a document outlining how many annual leave slots have been Awarded in each ballot week.

3.4 Other annual leave ballot matters

- (a) A Pilot who commences employment under this Agreement after the ballot close date will only be eligible to bid for Ad Hoc Leave in the current Ballot Year.

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- (b) Pilots will retain all accumulated points if they change from one Bid Group to another.
 - (c) If Virgin Australia assigns leave, no points will be deducted from the Pilot's points balance for the assigned leave.
 - (d) Pilots may nominate a "bid partner" who is in the same Resource Group for the annual leave ballot. The annual leave ballot will consider the Pilot with the lowest points for awarding leave, and award the bid partner with the higher points the same leave blocks. Virgin Australia will ensure that any annual leave assigned to a Pilot is also assigned to their bid partner. This will ensure that the "bid partners" will be Awarded or assigned the same leave blocks.
 - (e) After the annual leave ballot closes, extra leave can only be bid for through the Ad-hoc Leave system.

4. AD-HOC LEAVE SYSTEM

4.1 Bidding for Ad Hoc Leave

- (a) Throughout the year Pilots will be able to apply for annual leave blocks that are unassigned after the ballot process has been completed or that become vacant for whatever reason. This will be achieved by an Ad-hoc Leave allocation.
- (b) Available Ad Hoc Leave will be published and open for bidding eight (8) weeks prior to the commencement of the Ballot Year. The availability of Ad Hoc Leave will be updated at least each Roster Period.
- (c) Pilots with accrued unallocated annual leave can bid for annual leave on an Ad Hoc basis.
- (d) With Management approval, a Pilot can access Ad Hoc Leave to take their annual leave balance to negative 14 days.
- (e) Pilots can bid for Ad Hoc Leave either as individual days, or in any multiple of days. There is no requirement for a multiple of days to start or finish on a particular day.

4.2 Processing Ad Hoc Leave bids

- (a) Ad Hoc Leave requests will be processed within seven (7) days of the bid being lodged by the Pilot, and will be Awarded in the order in which they were received. They will be assessed by Virgin Australia as follows:
 - (i) Approved: The leave is available, and is Awarded to the Pilot. After leave is Approved, Virgin Australia cannot make any changes to the leave without the Pilot's approval.
 - (ii) Pending: The leave is not available at this time.
 - (iii) Where a Pilot has marked their ad-hoc bid as "assess now" and the leave is not available to be Approved within seven (7) days of the bid being placed, the bid will be rejected.
- (b) Pending Ad Hoc Leave bids will have preference over any new Ad Hoc Leave bids for the same day of leave.

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- (c) Virgin Australia will reassess any pending leave bids every seven (7) days to ensure they are approved as soon as the leave becomes available.
- 4.3 Six (6) weeks prior to the start of each Roster Period, Ad Hoc Leave bids for that Roster Period close.
- (a) All Ad Hoc Leave bids that are “pending” will be either approved or denied. This allows a Pilot whose Ad Hoc Leave bid was denied to bid in the PBS.
 - (b) When assessing leave bids, Virgin Australia will contact the Pilot by email if the ad-hoc bid can only be Awarded in part. For example, if a Pilot bids for seven (7) days leave and all but one of the days is available, Virgin Australia will contact the Pilot so that they can decide whether to modify their bid or leave it pending. If no response is received to the email within 48 hours, and the bid still cannot be Awarded in its entirety, the bid will be rejected.

5. BINNED-LEAVE

5.1 Putting leave in the binned leave system (Leave Bin)

- (a) A Leave Bin will be established and administered by Virgin Australia. Unwanted leave, either Awarded or Assigned, may be deposited in the Leave Bin if a Pilot does not require it. The leave is still assigned to the Pilot, but is visible for other Pilots to see as Ad Hoc Leave. The Pilot puts leave in the Leave Bin by emailing Virgin Australia (leave.bin@virginaustralia.com)
- (b) Leave will be reallocated on a first in first out basis. i.e if there are two identical leave blocks in the Leave Bin, then the block that was first deposited will be reallocated first.
- (c) If leave that a Pilot puts in the Leave Bin is not reallocated five (5) weeks prior to the Roster Period that contains the leave, the Pilot will be obliged to take the leave.
- (d) The Leave Bin will be open for deposits eight (8) weeks prior to the commencement of the Ballot Year.

5.2 Bidding for leave in the binned leave system

- (a) Leave placed in the Leave Bin is available as Ad Hoc Leave and is Awarded via the Ad Hoc Leave system.
- (b) Should a leave block be reallocated then the Pilot who was originally Awarded/Assigned that leave will have no further obligations to that leave block and will be re-credited with those Annual Leave Days.

6. INDICATIVE TIMELINE OF EVENTS

6.1 The leave allocation system should work around the following indicative timeline:

- (a) Sixteen (16) – Twenty (20) weeks prior to the start of the Ballot Year the ballot points are calculated.
- (b) Sixteen (16) weeks prior to the start of the Ballot Year, annual leave ballot and associated point values for leave blocks distributed to Pilots.

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- (c) Sixteen (16) weeks prior to the start of the Ballot Year, the ballot opens and Pilots can access the ballot and submit bids for annual leave.
 - (d) Eleven (11) weeks prior to the start of the Ballot Year, the ballot closes. All submitting, editing or deleting of bids must be completed by this deadline.
 - (e) Eight (8) – Ten (10) weeks prior to the start of the Ballot Year, the ballot is processed. Once all leave is Awarded through the ballot process, Virgin Australia may Assign annual leave to Pilots in accordance with clause 3.3(e).
 - (f) Eight (8) weeks prior to the start of the Ballot Year, Awarded and Assigned annual leave results published to Pilots.
 - (g) Eight (8) weeks prior to the start of the Ballot Year, Virgin Australia will publish a list of leave blocks available for bidding via the Ad Hoc Leave system. Ad Hoc Leave bids and the Leave Bin open.
 - (h) Six (6) weeks prior to the start of each Roster Period, all pending Ad Hoc Leave bids for that Roster Period will be Awarded or denied, and bids for that Roster Period close.

APPENDIX 5 – MULTI-BALLOT ANNUAL LEAVE BIDDING SYSTEM

PART A – GENERAL

1. ANNUAL LEAVE

1.1 This Appendix sets out the guidelines for annual leave bidding for Pilots covered by this Agreement using a multi-ballot system. This Appendix must be read and interpreted subject to the terms and conditions of this Agreement. The guidelines laid down in this Appendix will take effect in lieu of Appendix 4 upon implementation of a multi-ballot annual leave bidding system. Any Ballot Year will only be governed by a single Annual Leave Bidding System included in this Agreement.

2. GENERAL

2.1 The peak leave periods will be:

- (a) Christmas – 3 weeks duration;
- (b) January – 3 weeks duration;
- (c) Easter – 2 weeks duration;
- (d) Winter – 2 weeks duration; and
- (e) Spring – 2 weeks duration.

2.2 The exact dates of the Peak Leave Periods are agreed by the AIC with the aim of best covering the corresponding school holiday period in each State. AIC Pilot Representatives and Virgin Australia will consider the different dates for school holidays between primary, secondary, public and private schools when deciding on the peak leave slot dates. Peak leave dates may need to be different between Resource Groups due to accommodate differing State based holidays.

2.3 Dates outside the five (5) peak leave periods will be known as 'off-peak'. Off-peak leave will be in one (1) week slots.

3. PEAK LEAVE PRIORITY LIST

3.1 Priority for awarding leave in each Peak Leave period is determined by a squirrel cage (ordered award) as follows:

- (a) All Pilots will be initially ordered on a priority list for each Peak Leave Period (i.e. five (5) lists) based on their existing points tally from the last ballot before the first Multi-Ballot. Where Pilots have the same points tally, GDOJ will be used to determine which Pilot has the highest priority. The Pilot with the earliest GDOJ will have higher priority.
- (b) Pilots accessing any leave in the Peak Leave Ballot will rotate to the bottom of the relevant Peak Leave priority list for the following ballot.
- (c) Pilots transferring Resource Group will remain in the same position on each Peak Leave priority list.
- (d) New Pilots will be added to the bottom of each Peak priority list.

4. OFF-PEAK LEAVE PRIORITY LIST

4.1 Priority for awarding leave in each Off-Peak slot is determined by a squirrel cage (ordered award) as follows:

- (a) All Pilots will be initially ordered on an Off-Peak Leave priority list based on their existing points tally from the last Ballot before the first Multi-Ballot.
- (b) Where Pilots have the same points tally on the Off-Peak Leave priority list numbers GDOJ will be used to determine which Pilot has the highest priority. The Pilot with the earliest GDOJ will have higher priority.
- (c) Pilots accessing any leave in the Off-Peak Leave Ballot will rotate to the bottom of the Off-Peak Leave priority list for the following ballot.
- (d) New Pilots will be added to the bottom of the Off-Peak priority list.

4.2 Commencing from the third Multi-Ballot Year:

- (a) The Off-Peak priority number will be determined by the sum of the number of weeks Ballot 1 - Peak Leave and Ballot 2 – Off-Peak leave Awarded to a Pilot in the previous two Multi-Ballots. For example, if a Pilot had five (5) weeks of Peak Period leave plus three (3) weeks Awarded from Ballot 2 – Off-Peak bidding within the last two Multi-Ballots, they would have an Off-Peak priority number of 8. Leave assigned from Ballot 3 does not affect a Pilot’s Off-Peak priority number.

Example:

Name	Number of Ballot 1- Peak Leave Weeks Allocated Within Previous Two Multi-Ballots	Number of Ballot 2 - 1 st Off-Peak Weeks Allocated Within Previous Two Multi-Ballots	Off-Peak Priority Number
B Good	5	3	8
A Champ	0	6	6

- (b) New Pilots will have 12 annotated for their Off-Peak priority for their 1st Multi-Ballot, and for their 2nd Multi-Ballot their off-peak priority will be 6 + the number of weeks leave they were Awarded within Ballot 1 – Peak Leave bidding and Ballot 2 – Off-Peak Leave bidding from their first Multi-Ballot.
- (c) Priority for awarding leave in each Off-Peak slot is determined within a Pilot’s annual leave Resource Group by:
 - (i) The lower Off-Peak number is given the higher priority for Off-Peak annual leave.
 - (ii) Where Pilots have the same Off-Peak priority numbers then GDOJ will be used to determine which Pilot has the highest priority. The Pilot with the earliest GDOJ will have higher priority.

5. ANNUAL LEAVE BALLOTS

5.1 Each year there are annual leave ballots as follows:

- (a) Ballot 1 – Peak Leave Ballot;
- (b) Ballot 2 – Off-Peak Leave Ballot;
- (c) Ballot 3 – Unallocated Leave Ballot; and
- (d) Ballot 4 – Assigned and Compulsory Leave Ballot.

5.2 A maximum of six (6) weeks of annual leave may be Awarded to a Pilot in the first two (2) ballots. A maximum of eight (8) weeks of annual leave may be Awarded to a Pilot by the end of the third ballot.

5.3 Each ballot will be open for at least seven (7) Calendar Days for bidding, excluding Ballot 4.

PART B – ANNUAL LEAVE BALLOT PROCESS

6. BALLOT 1 – PEAK LEAVE BALLOT

6.1 Pilots will be able to bid for each Peak Leave Period, however a Pilot will only be Awarded one (1) Peak Leave Period in the Peak Leave Ballot-

6.2 The fixed priority order of allocation for the Peak Leave ballot within a Pilot's Resource Group is:

- (a) Christmas slots
- (b) January slots
- (c) Easter slots
- (d) Winter slots
- (e) Spring slots

For example if a Pilot bids for every Peak Leave Period, they will be assigned the first Peak Leave Period for which they have priority in the fixed order specified above.

Another example is a Pilot cannot specify Winter as their first preference and Easter as their second preference as Easter has a fixed priority ahead of Winter.

A Pilot will only be Awarded one (1) Peak leave slot in the Peak Leave ballot.

7. BALLOT 2: OFF-PEAK LEAVE BALLOT

7.1 Any unallocated peak leave from Ballot 1 – Peak Leave ballot will be re- advertised in Ballots Two and Three and split into one-week slots.

7.2 A Pilot's Off-Peak leave priority will be used to determine allocation priority in Ballot 2.

7.3 Pilots will be afforded a minimum of ten (10) bids in Ballot 2.

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- 7.4 Within each bid a Pilot can bid for a maximum of six (6) weeks annual leave.
- 7.5 The system will process a Pilot's bids until either the Pilot has been Awarded six (6) weeks leave (including any Peak Period Leave), or all their preferences are exhausted before it will move to the next Pilot on the Non-Peak Leave priority list.

8. BALLOT 3: UNALLOCATED LEAVE BALLOT

- 8.1 Unallocated leave will be published by Virgin Australia at the completion of Ballot Two – Off-Peak Leave Ballot. All eligible Pilots will be able to bid for vacant leave slots. Slots will be Awarded based on GDOJ. The Pilot with the earliest GDOJ will have higher priority.
- 8.2 As per clause 5.2, a Pilot may only be Awarded a maximum of six (6) weeks' annual leave in Ballot 1 and Ballot 2. In Ballot 3 – Unallocated Leave Ballot a Pilot may be Awarded additional annual leave to bring their total up to a maximum of eight (8) weeks provided the Pilot has at least the annual leave balance as at the date of the first ballot for the additional leave slots above six (6) weeks.

9. BALLOT 4: ASSIGNED AND COMPULSORY LEAVE

- 9.1 Following the completion of the ballots and prior to opening ad-hoc annual leave, Virgin Australia may assign and/or direct compulsory annual leave to Pilots.
- 9.2 Virgin Australia may Assign annual leave to a Pilot during the annual leave ballot such that the aggregated of Awarded, Assigned and Compulsory leave to a Pilot in the annual leave ballot does not exceed six (6) weeks.
- 9.3 A Pilot may surrender any Assigned annual leave back to Virgin Australia no later than four (4) weeks prior to the commencement of the Ballot Year.
- 9.4 If unwanted Assigned annual leave is not surrendered to Virgin Australia by this time it may only then be disposed of by annual leave swap or by mutual agreement.
- 9.5 Virgin Australia may assign Compulsory Leave to Pilots in the Ballot subject to the following conditions:
- (a) the Pilot has greater than six (6) weeks annual leave balance as at the date of the first ballot;
 - (b) the Pilot may be directed to take the lesser of:
 - (i) four (4) weeks annual leave; or
 - (ii) the difference in their annual leave balance (following any leave taken in the ballot) and six (6) weeks.

PART C – OTHER ANNUAL LEAVE BALLOT MATTERS

10. UPDATING ANNUAL LEAVE PRIORITY

- 10.1 Annual leave priority for both Peak and Off-Peak Annual Leave will be updated only after the annual leave ballots are all completed.

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- 10.2 If a Pilot subsequently forfeits a peak period taken from the Peak Annual Leave ballot as a result of changing Resource Group, the Pilot will not be deemed to have used their priority and the Peak Leave priority list will be amended prior to the next ballot. The peak period will be republished in Ad-Hoc for the Resource Group which the Pilot has left.
- 10.3 The Peak Leave and Off-Peak Leave priority lists will be published (broken down by Resource Group) within one (1) month after completion of all of the annual leave ballots.
- 10.4 The Peak Leave and Off-Peak Leave priority lists will be provided to the AIC and Pilots a fortnight prior to Ballot 1 commencing to reflect any changes to Resource Groups. Pilots will have seven (7) days from publish of the Lists to advise the AIC of a dispute with their position or the Lists will be deemed to be accepted.

11. AD-HOC LEAVE SYSTEM

- 11.1 Any annual leave slots not allocated in the annual leave ballot, and any additional capacity to offer leave as a result of changes in the resource plan or network schedule will be made available as Ad Hoc Leave.

11.2 Bidding for Ad Hoc Leave

- (a) Available Ad Hoc Leave will be published and open for bidding eight (8) weeks prior to the commencement of the Ballot Year. The availability of Ad Hoc Leave will be updated at least each Roster Period.
- (b) Ad Hoc leave will be Awarded on a first come, first served basis.
- (c) Pilots with accrued unallocated annual leave can bid for annual leave on an Ad Hoc basis.
- (d) With Management approval, a Pilot can access Ad Hoc Leave to take their annual leave balance to negative 14 days.
- (e) Pilots can bid for Ad Hoc Leave either as individual days, or in any multiple of days. There is no requirement for a multiple of days to start or finish on a particular day.

11.3 Processing Ad Hoc Leave bids

- (a) Ad Hoc Leave requests will be processed within seven (7) days of the bid being lodged by the Pilot, and will be Awarded in the order in which they were received. They will be assessed by Virgin Australia as follows:
 - (i) Approved: The leave is available, and is Awarded to the Pilot. After leave is Approved, Virgin Australia cannot make any changes to the leave without the Pilot's approval.
 - (ii) Pending: The leave is not available at this time.
 - (iii) Where a Pilot has marked their ad-hoc bid as "assess now" and the leave is not available to be Approved within seven (7) days of the bid being placed, the bid will be rejected.
- (b) Pending Ad Hoc Leave bids will have preference over any new Ad Hoc Leave bids for the same day of leave.

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- (c) Virgin Australia will reassess any pending leave bids every seven (7) days to ensure they are approved as soon as the leave becomes available.

12. ANNUAL LEAVE SWAP

12.1 There are three (3) ways in which Pilots can swap leave.

12.2 Swapping between Pilots:

- (a) Pilots of the same annual leave Resource Group may swap annual leave.
- (b) A leave swap application should be submitted eight (8) weeks prior to the Roster Period in which the first slot of annual leave commences.
- (c) The leave swap entails no additional cost or disadvantage to Virgin Australia (for example, but not limited to, cyclic simulator sessions, recency and port qualifications).
- (d) Compulsory annual leave may not be swapped with leave of a later date.

12.3 Swapping into a vacant slot(s):

- (a) A Pilot may swap into a vacant leave slot provided the vacant leave slot is earlier than the vacated leave slot.
- (b) A leave swap application should be submitted eight (8) weeks prior to the Roster Period in which the first slot of annual leave commences.
- (c) The leave swap entails no additional cost or disadvantage to Virgin Australia (for example, but not limited to, cyclic simulator sessions, recency and port qualifications).

12.4 Offloading a leave slot(s):

- (a) A Pilot may offer a leave slot which another Pilot of the same Resource Group may choose to apply for.
- (b) If the leave slot being offered for offload is not Awarded to another Pilot, the Pilot offering the leave slot (the Pilot originally Awarded/ assigned the leave slot) must take the leave.
- (c) A leave offload should be finalised eight (8) weeks prior to the Roster Period in which the offloaded slot of annual leave commences.
- (d) The leave offload entails no additional cost or disadvantage to the Company (for example, but not limited to, cyclic simulator sessions, recency and port qualifications).
- (e) Compulsory annual leave may not be offloaded.

13. INDICATIVE ANNUAL LEAVE TIMELINE

13.1 The leave allocation system should work around the following indicative timeline:

- (a) Two (2) weeks prior to the opening of the ballot, Peak and Off-Peak priority lists are distributed.
- (b) One (1) week prior to the opening of the ballot, slot availability for the Ballot Year are distributed. Note that not all slots will be available in every ballot due to the different ballots.

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- (c) Eight (8) weeks prior to the start of the Ballot Year, Awarded, Assigned and Compulsory annual leave results published to Pilots.
 - (d) Eight (8) weeks prior to the start of the Ballot Year, Virgin Australia will publish a list of leave blocks available for bidding via the Ad Hoc Leave system. Ad Hoc Leave bids open.
 - (e) Four (4) weeks prior to the start of the Ballot Year, Virgin Australia will publish updated Peak and Off-Peak priority lists.
 - (f) Eight (8) weeks prior to the start of each Roster Period, Leave Swaps impacting that Roster Period close.
 - (g) Six (6) weeks prior to the start of each Roster Period, Ad Hoc Leave bids for that Roster Period close.

APPENDIX 6 – DEFINITIONS AND INTERPRETATION

The following definitions and interpretation apply to this Agreement (including Appendices):

Term	Meaning
Acclimatised	<p>At the commencement of an FDP or a Rest Period at a location, a Pilot is considered to be acclimatised to the location if:</p> <ul style="list-style-type: none"> (a) The location differs by less than two (2) hours from the location where the Pilot was last acclimatised; and (b) The Pilot has remained in an acclimatised state since he or she was last acclimatised or the Pilot has had an Adaptation Period; <p>At the commencement of an FDP or a Rest Period at a new location which differs in time by 2 hours or more from the location where the Pilot was last acclimatised (the original location), the Pilot is considered to remain acclimatised to the original location if the period at the new location commences less than 36 hours after the Pilot commenced a Duty Period at the original location.</p>
Unknown State of Acclimatisation	<p>At the commencement of an FDP or a Rest Period at a new location which differs in time by two (2) hours or more from the location where the Pilot was last Acclimatised (the original location), the Pilot is considered to be in an Unknown State of Acclimatisation if the Rest Period or Flight Duty Period at the new location commences 36 hours or more after the Pilot commenced a Duty Period at the original location.</p>
Acclimatised Time	Means local time at the location where a Pilot is Acclimatised.
Ad Hoc Training Work	Means ad-hoc training in Safety and Emergency Procedures, Non-Technical Skills, Load Control and any other ground training function required by Virgin Australia.
Adaptation Period	<p>A Pilot is considered to remain in their state of acclimatisation (whether Acclimatised to a particular location or in an Unknown State of Acclimatisation) until he or she has had an adaptation period in a location of:</p> <ul style="list-style-type: none"> (a) For a Time Zone change of two (2) hours or more but less than four (4) hours an adaptation period of 54 hours encompassing two (2) consecutive Local Nights; (b) For Time Zone changes of four (4) hours up to and including six (6) hours an adaptation period in a location of 60 hours encompassing two (2) consecutive Local Nights; (c) For Time Zone changes of greater than six (6) hours an adaptation period in a location of 90 hours encompassing three (3) consecutive Local Nights. <p>Adaptation Period means a continuous Rest Period for a Pilot to become Acclimatised to a particular location.</p>
Ad Hoc Leave	Means annual leave that is Awarded to a Pilot through the Ad Hoc Leave process.

Term	Meaning
Administration Duty/ Duties	Includes, but is not limited to, attendance at AIC, FDAP, FSAG, CAST and PRC meetings as well as other Rostered administrative duties.
ADMIN0	Means a code that applies to activities undertaken by a Pilot that does not constitute a Duty. This includes but is not limited to delegate release under clause 95 – Delegate Release of the Agreement.
Annual Leave Day	Means a Calendar Day of approved annual leave.
Assign/ed	Means allocation to a Pilot of a Duty or period of leave for which the Pilot has not bid.
Award/ed	Means allocation to a Pilot of a Duty, period of leave or new position (rank, fleet and base) as a result of the Pilot's bid or acceptance of an offer
Back of the Clock (BOC) Duty	Means any Flight Duty Period that touches the time period 0046 – 0459 Acclimatised Time. If the Pilot is in an Unknown State of Acclimatisation, local time (at departure port) will be used to determine whether an operation is considered to be a BOC Duty.
Ballot Year	Means the set date range that Pilots will be requesting annual leave, which is generally 13 Roster Periods in length.
Bid Groups	For leave, Pilots are divided into Resource Groups based on four criteria; training qualification, base, aircraft type, and rank. Where a Resource Group contains less than 10 members, it may be combined with another Resource Group into a common Bid Group.
Binned Annual Leave	Any annual leave that a Pilot no longer wants to take and has binned via the process outlined in accordance with the operative Annual Leave Bidding Appendix.
Blank Day	Means a Day that is not a Duty day, DDO, Offline Day or a leave day. It means a day when a Pilot is not required to be available for Duty and must be Rostered to be in Home Base.
Calendar Day	Means the period between local midnight and 2359.
Captain	Mean a Pilot employed to act in command of an aircraft.
CASA	Means the Civil Aviation Safety Authority.
CAST	Means the Crew Alertness Study Team.
Charter Operation	Means flights where a customer has defined the flight's terminals and schedule, and where accommodation on the flight is not available to the public generally. For clarity this definition includes RPT Underwritten by a Charter Client performed by VA Group aircraft. Note: An FDP is only considered a Charter Operation if all Sectors within that FDP are Charter Operations

Term	Meaning
Class 3	Means a seat in an aircraft cabin or flight deck that: <ul style="list-style-type: none"> (a) is fit for the purpose of a Pilot obtaining rest; and (b) reclines at least 40 degrees from the vertical plane; and (c) provides leg and foot support in the reclined position.
Composite Flying Roster	Means a Roster published with a combination of Standby, Flying, Blank Day, Offline Day, approved leave, simulator and/or Ground Duties.
Compulsory Leave	Means annual leave that is assigned to a Pilot either during the annual leave ballot or during the Ballot Year, which is required to be taken due to the Pilot having an excess amount of leave accrued. Compulsory Leave cannot be surrendered.
Credits	Means the value of each Duty or task Assigned to a Pilot in accordance with clause 36.3 Table 10: Credits.
Cumulative Flight Time	Means the progressive total of Flight Time accrued by the Pilot when acting as a crew member on board any aircraft, but excluding Flight Time accrued during recreational private operations.
Day	Means the period between local midnight and 2359 at Home Base.
Day(s) Free of Duty	Means a day on which the Pilot is neither Rostered nor performs any Duty. It includes DDOs, Blank Day, Offline Days, Standby 18 (unused) and approved leave.
DDO	Means a designated day off and is a period during which the Pilot will be free of all Duty at Home Base (unless otherwise agreed) or base to which temporarily transferred. A DDO shall include two (2) Local Nights and cover at least 36 hours. Consecutive days off shall be in accordance with Appendix 1 – Work Rules, clause 24. A Rest Period may be included as part of a DDO.
Displaced Duty/ Duties	Means replacement Flying or Duties Assigned to a Pilot post Roster Publish in accordance with the conditions of clause 19 of Appendix 1 and which replaces a Rostered Duty. Note: A change to the departure or arrival time of a flight (same flight number) is not considered a Displaced Duty.
Displaced Standby	Means a Standby Duty Assigned to a Pilot following displacement from a Rostered Duty in accordance with clause 19 of Appendix 1 – Work Rules.
Domicile	A port other than a Pilot's Home Base nominated by the Pilot in accordance with clause 42 of this Agreement.
Duty	Means the work of a Pilot and covers any and all activities associated with being a Pilot including Flight Time, simulator, Positioning, Standby, and ground based courses which may be required of a Pilot by Virgin Australia in accordance with rules provided in this Agreement. The definition of Duty is to be read consistent with Part B of Appendix 1.

Term	Meaning
Duty Period	A period which starts when a Pilot is required by Virgin Australia to report for a Duty and ends when the Pilot is free from all duties.
Early Start Duty	Subject to clause 4.1 of Appendix 1, means a Duty which commences in the period 0000 to 0759 hours Acclimatised Time. Note: If a Pilot is in an Unknown State of Acclimatisation, local time (at departure port) will be used to determine whether a Duty is considered to be an Early Start.
Fair Work Act	Means the <i>Fair Work Act 2009 (Cth)</i> and <i>Fair Work Regulations 2009 (Cth)</i> , as amended or replaced from time to time.
Flight Duty Pairing	Is a single or series of Duty/s commencing at Sign On in Home Base and ceasing at Sign Off in Home Base, which includes at least one (1) Flying Duty.
Flight Duty Period (FDP)	Means a period of time which: (a) starts when a Pilot is required by Virgin Australia to report for a Duty in which one (1) or more flights as a Pilot are undertaken; and (b) ends at the later of: (i) the Pilot's completion of all tasks associated with the Flying Duty, or the last of the flights; or (ii) 15 minutes after the end of the person's Flying Duty, or the last of the flights.
Flight Time	Means any time in which a Pilot operates an aircraft as a member of its crew. It starts when the aircraft moves off blocks and stops when the aircraft is on blocks at the completion of the flight. Note: This includes time spent resting during Augmented Crew IOT Operations but does not include time spent Positioning.
Flying Duty	Means any Duty where a Pilot operates an aircraft as a member of its crew
First Officer	Means a Pilot employed to act as co-Pilot of an aircraft and/or to provide in-flight relief for the Captain.
FRMS	Means Virgin Australia's Fatigue Risk Management System.
Full Standby Roster	Means a Roster published with more than eight (8) Standby duties (prorated for Part-time). May contain Lead In Flying, Blank Days, Offline Days, recurrent training, approved leave and Ground Duties.
GDOJ List	Means the seniority list established under Appendix 3 – Group Date of Joining List of the Agreement.
Ground Duty	Means Ground-based courses, including attending training, performing Pilot representative duties such as AIC and FSAG. Time spent performing other administrative work Assigned to Pilots by Virgin Australia from time-to-time (for example, project type work).

Term	Meaning
Home Base	Means the base to which a Pilot is permanently assigned and will be nominated in writing by Virgin Australia. This may be different to a Pilot's nominated Domicile.
International Flight Duty Pairing	Means a Flight Duty Pairing that includes an international Overnight, and not just an international station turn.
Lead in Flying	Means flying that extends from one Roster Period into the following Roster Period
Leave Block/Slot	Means A period of seven (7) consecutive days, Monday to Sunday, which is part of the annual leave ballot.
Local Night	Means a period of eight (8) consecutive hours falling between 2100 hours and 0800 hours local time.
Management Pilot	Means the Management Personnel specified in the Virgin Australia Operations Manual (A1)
MTG	Means a code that applies to a meeting attended by a Pilot that does not constitute a Duty. This includes but is not limited to meetings as part of a recruitment, disciplinary or safety investigation process.
Narrow Body Aircraft	Means a jet aircraft with a single aisle.
NES	Means the National Employment Standards in the Fair Work Act.
Nominated Day	Means any Blank Day, DDO, or Annual Leave Day that a Pilot nominates to Virgin Australia that they are available for Duty.
Offline Day	Means a Day that is neither a DDO, Blank Day or a Duty Day and is to identify additional Days Free of Duty Assigned to Part-Time Pilots.
Off-Peak Roster Period	Means a Roster Period not designated as a Peak Roster Period by Virgin Australia
Open Time	Means Scheduled flying that does not currently have an operating crew Assigned.
Operational Fatigue	Means fatigue as a result of work related circumstances.
Operating Sector	Means a flight conducted as a Pilot.
Overnight	Means where a Pilot's Duty terminates at a place other than their Home Base and the Pilot is required to have a suitable Rest Period prior to commencing Duty from that place. It does not preclude such period occurring other than a Local Night.
Pairing	Means a series of Operating or Positioning Duties commencing at Sign On in Home Base and ceasing at Sign Off in Home Base.

Term	Meaning
Passive Contact	Means contacting a Pilot by email or other electronic messaging such as text message or in-app push notification.
Peak Roster Period	A Roster Period designated as a peak by Virgin Australia under clause 21.2 of the Agreement with respect to the number of DDOs and the applicable Credit Hour Trigger.
PBS	Means the Preferential Bidding System referred to in clause 15.1 of this Agreement.
PDO	Means a priority day off referred to in clause 22 of this Agreement.
Personal Fatigue	Means fatigue as a result of non-work related circumstances.
Personal Flying	Personal flying applies to Training and Check Pilots and includes flying that contains no training or checking duties
Positioning	Positioning, for a Pilot who is employed by Virgin Australia: (a) means being transported, as a passenger, to a location, by any mode of transportation, as required by Virgin Australia; and (b) does not include being transported to or from suitable accommodation after or before an FDP or Duty; and (c) if undertaken in a Flight Duty Pairing must be considered part of their FDP; and (d) is Duty and part of the Duty period.
Resource Group	Means the base, rank, and fleet, management contract and training qualification that a Pilot is assigned to.
Rest Period	Means a period of time before starting a Flying Duty designed to give Pilots adequate opportunity to rest before a flight as is specified in this Agreement. Rest period has the same meaning as ODP.
Roster Bidding	Means the ability for a Pilot to request various roster attributes through the PBS or other means.
Roster Period	Means a nominated 28 day period.
Rostered Duty/Rostered	Is a Duty, or series of Duty Periods, with stipulated start and finish times that is: (a) Assigned to Pilots and displayed on their roster either at Roster Publish; or (b) Assigned from Standby; or (c) agreed by a Pilot to be performed on a DDO, Offline Day, Blank day, Nominated day or Annual Leave Day; or (d) picked up by the Pilot from the Open Time or Trip Swap system. For clarity, a Rostered Duty is based on scheduled Flight Times.

Term	Meaning
Roster Publish	Means the published roster provided to the Pilot prior to the commencement of that Roster Period in accordance with clause 17 of this Agreement.
RPT Underwritten by a Charter Client	Means a Charter client has reserved a contracted number of seats on a flight and determined the flight schedule, and the remainder of the seats are sold to the general public.
Scheduled Duty	Mean the allocation of a specific flight or flights or other duties to a Pilot within the pre-notified Rostered/ planned series of Duty Periods.
Scheduled Flight Time	Means the Flight Time notated in a Pilot's roster or notified to a Pilot at the time flight Duty is Awarded/Assigned.
Sector	Means any flight consisting of a take-off and a landing, which starts when the aircraft moves off blocks and stops when the aircraft is on blocks at the completion of the flight.
Shall/ will	Shall and will mean the same thing - they mean a legal obligation.
Sign Off	Means the actual time a Pilot ceases all duties on a day in accordance with clause 18 of Appendix 1 – Work Rules.
Sign On	Means the actual time a Pilot is required to report for a Duty in accordance with clause 18 of Appendix 1 – Work Rules.
Standby Period, Standby Duty or Standby or Displaced Standby	Means a period of time during which a pilot: <ul style="list-style-type: none"> (a) Must be contactable and available for a Duty. (b) Has access to Suitable Sleeping Accommodation; and (c) Is free from all duties associated with their employment.
Suitable Resting Accommodation	Means a comfortable resting area (not within an aircraft): <ul style="list-style-type: none"> (a) which has a comfortable temperature and minimal noise levels; and (b) which contains at least a comfortable chair; and (c) at which the Pilot has access to adequate sustenance at times appropriate to the Duty requirements.

Term	Meaning
Suitable Sleeping Accommodation	Means accommodation, not within an aircraft, that is fit for the purpose of a Pilot obtaining sleep, and that includes the following: <ul style="list-style-type: none"> (a) a comfortable room, compartment or facility; (b) a single occupancy, at the discretion of the Pilot; (c) access to clean, tidy and hygienic amenities, including a toilet and hand washing basin; (d) a Bed that is comfortable, flat and horizontal, allowing the occupant to sleep on their stomach, and back, and either side; (e) minimum noise levels, including low occurrence of random noise; (f) the means to control light, temperature and ventilation; access to adequate sustenance.
Surrendered Leave	Means annual leave that is assigned by Virgin Australia during the annual leave ballot process, which is not wanted by the Pilot, and is surrendered in accordance with the operative Annual Leave Bidding Appendix.
Time Free of Duty	Means a period of time during which a Pilot is free of all Duty associated with their employment. Can be inclusive of a Rest Period.
Trip	Means the elapsed period between Sign On and Sign Off at Home Base comprising a sequence of flights which may constitute a single or multi-day pairing.
Union	Means the AFAP and TWU
URTI	Means Upper Respiratory Tract Infection.
Week	Means a period of seven (7) consecutive days starting at 0000 on the first day.
Wide Body Aircraft	Means a jet aircraft with a twin aisle.

The roster codes referred to in this Agreement reflect those used as part of the rostering system in operation at the Commencement Date. These codes may be changed by Virgin Australia (including, for example, where system upgrades or changes occur) in which case the nearest equivalent roster code will apply.