



## L-ERBATAX-IL LEGIŻLATURA

P.L. 0892

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Raymond Scicluna  
Skrivan tal-Kamra

# **Collective Agreement**

**between**

**Air Malta plc**

**and the**

**Airline Pilot Association (Malta) ALPA M**

**For the period**

**1<sup>st</sup> January 2012 to 31<sup>st</sup> December 2015**

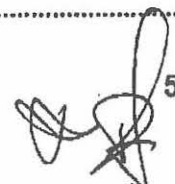
**Signed on 1<sup>st</sup> October 2012**

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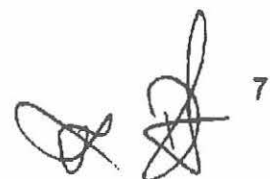
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## **Agreement**

An agreement made this 1<sup>st</sup><sup>h</sup> day of October 2012, between Air Malta Public Limited Company, hereinafter referred to as the Company, and the Association of Airline Pilots Malta (ALPA), a Trade Union registered under Chapter 452 of the Laws of Malta, hereinafter referred to as the Union. At the date of signing of this agreement the Union represents 50% + 1 or more of the employees in the grades contained in this agreement.

This agreement is valid from 01<sup>st</sup> January 2012 and shall remain valid until 31<sup>st</sup> December 2015. All benefits and conditions affecting both parties will come into effect on the 1<sup>st</sup> January 2012 except Items marked with an (\*) will come into effect 1<sup>st</sup> November 2012. Six (6) months prior to the expiration of the validity period of this Collective Agreement, the parties shall commence negotiations with a view to reaching agreement on a new Collective Agreement by the 1<sup>st</sup> July 2016.

Parties covenant and agree that all the terms and conditions of this Collective Agreement continue to apply and to be enforceable even in the event that the core operations of the Company continue to be exercised through a subsidiary and/or related company/ies and/or in the event that the Company takes over, leases, subcontracts, transfers, assigns and or/merges its operations/business to or with any other company or entity, and, in general, in the event that Air Malta plc continues to exercise its core operations under any other name, manner or form whatsoever and this whether on a temporary or permanent basis. Provided that the effects of this paragraph are restricted in application to employees on the books of the Company on the day immediately prior to the transfer of operations as contemplated in this paragraph.

During the validity of this Agreement, no changes will be made other than for reasons outlined in article 1.2 of this agreement.

This agreement cancels and supersedes any other verbal and/or written agreement that may have been valid prior to its effective date.

### **1        PREAMBLE**

#### **1.1        Intent**

The Company and the Union conscious of the fact that a stable, peaceful and harmonious relationship between them is mutually desirable in order to ensure that industrial unrest, which may well result in financial loss both to the employees and the Company may be avoided and the prosperity and efficient operation of the undertaking may be promoted in the best interest of both the employees and the Company, enter into this agreement and pledge themselves to comply with its provisions and to co-operate in all good faith to uphold the principles contained herein.



## **1.2 Alms**

Without prejudice to the conditions of employment of this agreement, the aims of the parties to this agreement are to:

- Recognise the need for increased productivity to maintain and improve the Company's competitiveness in all areas of its activities;
- Provide safe and effective means to achieve increased productivity by developing site related mobility and activity related flexibility in accordance with the exigencies of service amongst employees covered by this agreement;
- Secure the wholehearted commitment of both parties and all employees for all the provisions of this agreement;
- Secure agreement on payment, conditions of employment and other benefits;
- Provide for an orderly and efficient process for collective bargaining and the settlement of grievances and disputes;
- Establish fair and just conditions of employment applicable throughout the validity of this agreement. Negotiations will be limited to instances when changes are necessary as a result of statutory amendments or essential exigencies of service, which may be raised, by either the Company or the Union;

## **2 Definition of Terms**

### **2.1 Agreement:**

Refers to this Collective Agreement.

### **2.2 Augmented flight crew:**

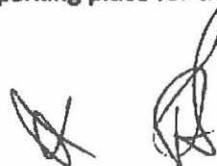
A flight crew which comprises more than the statutory minimum number required for the operation of the aircraft and in which each flight crew member can leave his/her post and be replaced by another appropriately qualified flight crew member. For avoidance of doubt there must not be more First Officers than Captains in any one operation.

### **2.3 Block time:**

The time between when an aeroplane first moves from its parking place for the purpose of taking off until it comes to rest on the designated parking position and all engines are stopped.

### **2.4 Blocks off:**

The moment an aeroplane first moves from its parking place for the purpose of taking off.



- 2.5 Blocks on:**  
The moment an aeroplane comes to rest at the designated parking position and all engines are stopped.
- 2.6 Break:**  
A period free of all duties, which counts as duty, being less than the minimum legal rest period.
- 2.7 Captain:**  
A licensed pilot certified to fly an aircraft independently as pilot in command.
- 2.8 \*Combined Duty Patterns:**  
A sequence of duties on multiple days which takes into consideration all contractual obligations for rest and sequence of flight duties.
- 2.9 Consultation:**  
Refers to the establishment of dialogue and exchange of views between the Union and the Management, in a way and content that permits the union, on the basis of the information provided, to express an opinion on the plans of action that can be taken by Management during the decision process (LN425/2004)
- 2.10 Duty:**  
Any task that a crew member is required to carry out and which is associated with the business of the Company.  
Examples of duty shall include but not be limited to flight duty, conducting or attending training, office duty, training meetings, positioning, standby, routine normal medical checks required for the license renewal, attendance at public relations and promotional functions as requested by the Company.  
Multiple non flying duties can be assigned within the same calendar day up to a maximum of eight hours.
- 2.11 Duty period:**  
A period which starts when a crew member is required by the Company to commence a duty and ends when the crew member is free from all duties.
- 2.12 Employee:**  
Whole time person on an indefinite or definite contract of service who is appointed to grades contained in this agreement and whose Home Base is the Maltese Islands.
- 2.13 Early Morning Flight:**  
An early morning flight is a flight with a reporting time between 06:00 and 07:59 local time.



- 2.14 First Officer:**  
A licensed pilot who has completed satisfactorily his third phase route check and is cleared to fly independently with a Captain.
- 2.15 Flight Duty Period:**  
A Flight Duty Period (FDP) is any time during which a person operates in an aircraft as a member of its crew. The FDP starts when the crew member is required by the Company (minimum one hour before Scheduled Time of Departure) to report for a flight or a series of flights. The FDP finishes at the end (blocks on) of the last flight on which he/she is an operating crew member.
- 2.16 Flight Crew:**  
A licensed crew member charged with duties essential to the operation of an aircraft during flight. With effect from 1st September 2012, any new flight crew recruits must be in possession of an "O" Level pass or equivalent in Maltese Language.
- 2.17 \*Heavy Flight:**  
Any flight that has a duty period in excess of twelve hours or a duty period or part thereof falling between 0130 local time and 0559 local time.  
A Heavy Flight shall be followed by a Local Night rest at Home Base.
- 2.18 Home base:**  
Any place in the Maltese islands from where an employee will regularly perform his duties.
- 2.19 Junior First Officer:**  
A licensed pilot who has completed satisfactorily his first phase route check and who has been cleared to fly independently without a Safety Pilot.
- 2.20 \*Late Finish:**  
Any flight that has a duty period or part thereof falling between 0001 local time and 0129 local time.
- 2.21 Local Day:**  
A 24 hour period commencing at 00:00 local time.
- 2.22 Long haul:**  
A flight with a scheduled flight duty period which ends at a station with a time zone difference of four hours or more from home base or a block to block flight time of seven hours or more on any one sector.



**2.23 Local Night:**

A period of eight (8) hours falling between 22:00 hours and 08:00 hrs local time.

**2.24 Local Time:**

Refers to the local time at Home Base or Other Base as the case may be. For avoidance of doubt local time at outstation will refer to the local time at base of operation. When changing base, new Local Time will be applicable at the end of the first rest period at the new base.

**2.25 Management Pilot:**

A Management Pilot is a pilot declared by the Company to the Union who performs Management duties on behalf of the Company. On the signing of this agreement both parties agree that presently the list includes Chief Officer Flight Operations, Head of Aircraft Operations, Head of Training, and Head of Safety and Compliance.

**2.26 \*Multiple Flight:**

A tour of duty consisting of not more than four sectors with at least one turnaround at Home Base. Multiple Flights are planned with a maximum Flight Duty Period of 11 hours, with any one sector part of a Multiple Flight not longer than 2hrs30min Block Time.

**2.27 \*Off Day/Leave Day:**

An off day is a single day free from duty which includes two local nights and shall be a minimum of thirty-six hours. A rest period may be included as part of an off day. Each immediately following consecutive 24 hours period free of duty shall be regarded as an additional off day.

The latest off duty time before a single Off/Leave day will be 2200 Local Time.

Duty after an Off Day shall not commence before 0800 Local Time.

After multiple Off days and only on one occasion per month a pilot may have his duty commence not before 0700 Local Time. For avoidance of doubt, this instance may materialise either at planning or during roster execution but not both.

**2.28 Other base:**

is any place that an employee operates from whilst being away from Home Base for more than one (1) rest period. The Company is responsible for the accommodation of the crew member concerned.

**2.29 Outstation:**

A place other than Home Base or Other Base.

Two handwritten signatures in black ink, one to the left and one to the right of the page number.

**2.30 Positioning:**

The transferring of a crew member in a non-operating capacity from place to place, at the behest of the Company, excluding travelling time.

**2.31 Rest Period:**

An uninterrupted and defined period of time during which a crew member is free of all duties.

**2.32 Sector:**

A flight consisting of one takeoff and one landing. For the avoidance of doubt a return to gate and a touch-and-go during Base Training is not considered a sector.

**2.33 Split duty:**

A flying duty period which consists of two or more sectors separated by a break.

**2.34 Standby:**

A period of time (not longer than twelve hours and not shorter than six hours) defined by the Company during which a crew member is required by the Company to be available to receive an assignment for a flight or for positioning or other duty without an intervening rest period.

**2.35 \*Step Rule:**

Any duty that starts between 0000 and 0800 Local Time shall be rostered in such a manner that there is always at least 24 hours between the start of duty of successive flights and/or standbys. Such duties and early starts will not be considered to be in succession if interspersed by an OFF day.

**2.36 Suitable Accommodation:**

A well furnished bedroom which is subject to minimum noise is well ventilated and has the facility to control levels of light and temperature.

Hotel accommodation that allows pilots to achieve proper rest prior to or following a duty which must be equivalent to 4 or 5 star rating.

Well in advance of an operation and when flight duty is involved, the Company will facilitate ALPA to vet suitable accommodation being considered if it is deemed required by ALPA.

If after vetting the accommodation, ALPA considers the accommodation not suitable, a pilot acceptable to both the Company and ALPA will decide on the suitability of the hotel and his decision will be final.

Every effort will be made by the Company to choose hotels taking into consideration the following:

- Time of travel between airport or place of work and hotel.



- Frequency & Reliability of shuttle service to/from airport.
- Room comfort (room size, bed size, air conditioning, en-suite bathroom).
- Hotel amenities (dining and late-night dining options including 24 hr room service, wake up call).
- Accessibility, cost, and ease of transportation to/from downtown.

**2.37 Tour of Duty:**

Any absence from Home Base or Other Base during which a pilot is on Company duty. It commences at the reporting time at Home Base or Other Base and ends with the completion of duty at Home Base or Other Base.

**2.38 Travelling Time :**

Travelling time shall not be considered as duty and is defined as:

- Time from home to a designated reporting place and vice versa.
- Time from local transfer from a place of rest to the commencement of duty and vice versa. When transport is at the behest of the Company and the travelling time from place of rest to reporting place or vice versa is in excess of one and quarter hours the excess time more than one and a quarter hours shall be considered as Aircraft Duty.
- Travelling shall not be included in cumulative totals of duty hours.

**2.39 Union Official:**

Any member on the executive committee.

**3 Applicability**

The provisions of this agreement apply only to whole time employees on an indefinite/definite contract of service who are employed by the Company in Malta to carry out activities described by the job titles contained herein and who are still in employment on the date of signing of this collective agreement.

Unless specifically stated otherwise, articles in this agreement that refer to the masculine gender apply equally to the feminine gender, and the singular applies equally to the plural.

**3.1 MANAGEMENT FUNCTION**

The management of the business and the authority to execute all the related activities, functions and responsibilities are vested only in the Company. The application of this agreement will be carried out by the Divisional Chief Officers in consultation with the Officer in Charge of Human Resources.

The exercise of such authority shall not conflict with the provisions of this agreement and the Union binds itself not to interfere in any way in Management's prerogative to exercise its function.

Without prejudice to the right of industrial action, the employees shall not be intimidated, threatened or coerced in any manner by the Union to act or not to act in the execution of their function as employees.

#### **4 UNION FUNCTION**

##### **4.1 Recognition**

The Company recognises the Union as the sole bargaining agency in respect of locally employed whole time employees whether on an indefinite/definite contract of service appointed to grades contained in this agreement whether working in Malta or in an Other Base as defined in this contract.

The Company reserves the right to withdraw recognition if the fully paid up membership of the union falls below 50% + 1 of the whole time employees on an indefinite/definite contract registered in the books of the Company.

If during the validity of this agreement, the Company withdraws its recognition of the Union, all the provisions of this agreement shall continue to apply to both the Company and the employees until such time that a new collective agreement is reached with that Union representing 50% + 1 or more of the employees in the grades contained in this agreement.

At the end of each roster period the Union will be provided with statistics relating to the duties performed by all employees when requested by the Union.

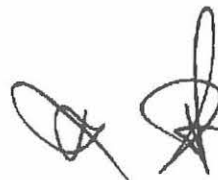
#### **5 Security and Function**

The Company agrees to give all reasonable assistance, including facilities, to the Union to carry out its legitimate function. Union representatives made known to the Company shall be allowed to carry out their functions on behalf of the Union in relation to activities directly related to the Company.

The Union agrees to inform the Company in writing of the names of its authorised representatives. In the event that the Union fails to do so or to maintain such information up to date, the Company reserves the right not to recognise unnamed representatives at any stage in the industrial relations process between the Company and the Union.

Employees shall not be intimidated, threatened or coerced in any manner by the Company to act, or not to act, in the execution of their functions as Union representatives.

The Company shall not intimidate or threaten members of the Executive Committee of the Union when carrying out legitimate Union business or any employees following the Union's legitimate directives or instructions or to coerce such employees to do, or to fail to do any act which goes against the Union's legitimate directives or instructions.



Union activities in or on Company property or during working hours can only be carried out after permission has been obtained from the Officer in charge of the Human Resources Department. Such permission should not be unreasonably withheld.

**6**      **Collection of Membership Fees**

The Company undertakes to deduct Union fees at source, in respect of each employee who is a member of the Union. For this reason, employees are required to give their written consent on the form provided by the Union. The Company will remit the respective amounts to the Union's Treasurer every month.

**7**      **SETTLEMENT OF DISPUTES**

The Company and the Union recognise the fact that the economic well being of both the Company and its employees depends upon the maintenance of harmonious relations and industrial peace.

Therefore with full cognisance of their responsibilities, the Company and the Union agree that in the event of any difference of opinion that may arise in respect of the interpretation of this agreement or any other matter which may arise, but which is not referred to in this agreement, both parties will enter into discussions with the object of seeking a mutually acceptable settlement. Until these discussions are concluded both parties agree that no unilateral action which may directly or indirectly result in cessation of work or restrictive practices will be taken.

If in spite of their best efforts to reach a mutually satisfactory settlement, the Company and the Union fail to do so and as a consequence thereof either party decides that action is to be taken, in case of disputes solely arising from the interpretation of the contents of this agreement, it is agreed that no action will be taken by either party if either party refers the matter for either private conciliation or private arbitration. It is further agreed between both parties that attendance at either private conciliation or private arbitration is compulsory for both parties.

If neither party refers the matter for compulsory private conciliation or arbitration and any party intends to resort to industrial action such party must give written notice of its intention to take industrial action. The notice must reach the Chief Executive Officer or the Officer in charge of Human Resources Department or the Union Secretary as the case may be, two clear days - excluding Saturdays, Sundays and Public Holidays - in advance of the intended date and time of action. Any industrial action contrary to any of these provisions will be considered as a breach of this agreement and will be subject to a claim for damages in the competent Court and the provisions of the law shall apply.

The procedure relating to the process of compulsory private conciliation and arbitration is attached in Appendix D.



The parties stipulate for the avoidance of doubt that the procedure of compulsory private conciliation and compulsory private arbitration shall not be invoked in the event of disputes arising within the context of negotiations for the renewal of a Collective Agreement in order for the compulsory procedure to determine the conditions of renewal. Additionally, until the 30<sup>th</sup> June 2016, the compulsory procedures may be used also to establish whether or not any threatened industrial action is justified within the context of the positions being taken during negotiations by the respective parties.

The parties further stipulate that the above notwithstanding the obligation to give prior notice of industrial action as stated in this clause remains in effect.

**8**            **STATUS QUO**

In the event of any dispute arising from the interpretation of this agreement that cannot be immediately settled, whatever practice existed prior to the different interpretation shall be allowed to continue to apply until agreement is reached or until the statutory procedure for compulsory private conciliation or compulsory private arbitration is exhausted.

**9**            **CONSULTATION**

Both parties are to exchange between themselves any relevant information to ensure effective consultation.

**10**          **Flight Time Limitations**

The maximum Flight Duty Periods in hours and minutes for a two-pilot crew compliment shall be as per the following table:



Local Reporting Time	Sectors				
	1 to 2	3	4	5	6
0600 - 0659	12:00	11:30	11:00	10:30	10:00
0700 - 1300	13:00	12:30	12:00	11:30	11:00
1301 - 1330	12:45	12:15	11:45	11:15	10:45
1331 - 1400	12:30	12:00	11:30	11:00	10:30
1401 - 1430	12:15	11:45	11:15	10:45	10:15
1431 - 1500	12:00	11:30	11:00	10:30	10:00
1501 - 1530	11:45	11:15	10:45	10:15	09:45
1531 - 1600	11:00	10:30	10:00	09:30	09:00
1601 - 1630	11:00	10:30	10:00	09:30	09:00
1630 - 2159	11:00	10:30	10:00	09:30	09:00
2200 - 0159	10:00	09:30	09:00	08:30	08:00
0200 - 0359	10:00	09:30	09:00	08:30	08:00
0400 - 0459	10:00	09:30	09:00	08:30	08:00
0500 - 0529	11:00	10:30	10:00	09:30	09:00
0530 - 0559	11:00	10:30	10:00	09:30	09:00

**10.1 Reporting Time**

Unless informed otherwise by the Company, the standard pre-flight reporting time is one hour (1) before scheduled departure time. The time allocated for pre-flight duties is part of the Flight Duty Period. Thirty minutes duty is allowed for post flight duties. Time spent for post flight duties shall not be considered as part of the Flight Duty Period.

**10.2 Delayed Reporting Time before leaving the place of rest (for the purpose of maximum of Flight Duty Period)**

When a crew member is informed of a delay to the reporting time due to a change in schedule, (which may include a change in the original reporting time or a change of flight), before leaving the place of rest, the Flight Duty Period shall be calculated as follows:

(a) When the delay from the original reporting time is four (4) hours or less, then the maximum Flight Duty Period shall be based on the original reporting time band and the Flight Duty Period shall start at the new notified reporting time.

(b) When the delay from the original reporting time is more than four (4) hours but less than eight (8) hours, then the maximum Flight Duty Period shall be based on the more limiting time band of the planned reporting time and the new notified reporting time. The Flight Duty Period shall start four (4) hours after the original planned reporting time.

When the crew member is notified in advance by eight (8) hours or more from a new reporting time then that elapsed time is classed as a rest period as long as the rest period is uninterrupted. In this case, the maximum Flight Duty Period shall be based on the new notified reporting time band and the Flight Duty Period shall start at the new notified reporting time.

## **11 Extension of flight duty period**

### **11.1 Augmentation of Flight Crew:**

For planning purposes the maximum applicable Flight Duty Period in the Flight Time Limitations table 10, may be increased by two (2) hours for each additional flight crew (maximum additional 2 flight crew).

When two (2) additional flight crew are assigned at least one of the two additional flight crew shall be a Captain.

### **11.2 On Board Rest Facilities for Augmented Flight Crew:**

When such additional flight crew is/are assigned to provide in-flight relief, and as a result the maximum allowed flight duty period is increased then:

- For a planned Flight Duty Period of more than twelve (12) hours a row of three (3) seats shielded from both the flight deck and passengers must be provided for each required additional flight crew member carried.
- When the actual passenger load permits and the flight is operating with an augmented flight crew with an Flight Duty Period equal to or less than twelve (12) hours a row of seats will be reserved for the crew.

### **11.3 Extension of FDP by Split Duty**

When an FDP consists of two or more sectors – one of which can be a positioning journey counted as a sector – but separated by a break, the applicable FDP as extracted from the Maximum Daily Flight Duty Period Table may be extended by the amounts indicated hereunder.



Break	Maximum extension of FDP
Less than 4 hours	Nil
4 to 10 hours	A period equal to half the break taken at the hotel or a suitable holding (rest) area within the airport.

The break shall not include the time allowed for post- and pre-flight duties and travelling.

For unscheduled Split Duty operations all the above apply except that the break can be a minimum of 3 hours at the place of rest.

**11.4 Extension of FDP during unforeseen circumstances in Actual Flight Operations:**

During actual flight operations, which start at the scheduled reporting time, the limits on flight duty periods prescribed in the Flight Time Limitation table may be modified in the event of unforeseen circumstances. Any such modifications must be acceptable to the Commander after consultation with all Flight Crew.

The maximum applicable FDP may be increased by up to 2 hours for a non-augmented crew. When flight crew augmentation is undertaken, the maximum applicable FDP may be increased by up to 3 hours. For avoidance of doubt, the increase can be applied to any planned FDP as provided in the FTL scheme and can be applied at any time during the actual flight duty.

When at outstation the above extensions may be added to the Air Malta "A" Manual Flight Time Limitation Table.

If on the final sector within the FDP unforeseen circumstances occur after take off that will result in the permitted increase being exceeded, the flight may continue to the planned destination or alternate.

**12 Rest (after issue of roster):**

The applicable rest period shall commence at the end of the duty and in all cases not earlier than 30 minutes after blocks on.

**12.1 Minimum rest for Planned Operations:**

The minimum rest period which must be provided before undertaking a planned flight duty period shall be at least as long as the preceding duty period or twelve (12) hours, whichever is the greater. The rest period after a heavy flight shall include a local night.

The above does not apply for a day trip operation returning to Home Base or Other Base, in this case rest shall be as for Minimum rest for Unplanned Operations 12.2.

**12.2 Minimum rest for Unplanned Operations:**

The minimum rest which must be provided before undertaking unplanned operations (e.g. AOG, weather delays etc.) shall be at least as long as the preceding duty period or ten (10) hours whichever is the greater. The Company shall allow for an eight (8) hour sleep opportunity taking due account of travelling and other physiological needs.

**12.3 Rest Periods - Thirty Six Hour Rest Rule:**

The Company shall ensure that the applicable minimum rest period is increased periodically to a rest period of 36 hours including two local nights, such that there shall never be more than 168 hours between the end of one 36 hours rest period and the start of the next 36 hours rest period.

As an exception to the definition of the 'Local Night', the second of the two local nights within the rest period may start from 20:00 hours when the rest period has duration of at least 40 hours.

The Company may position a crew member to home base or other base on the eighth consecutive day of duty provided that:

- a) Throughout the eight days the crew member has not undertaken any flight duty; and
- b) Immediately following arrival at base or other base the crew member rest period is increased to 60 hours.

**12.4 \*Off Days:**

Employees are entitled to eight Off Days in March, June, September and December and nine (9) Off Days per month for the rest of the year.

Off days may be given at Home Base.

When away from Home Base, the company may give Off Days as per the following table.



No of days away from Home Base in any particular month	Maximum no. of Off days in corresponding month
0-7	0
8	1
9-12	2
13-15	3
16-19	4
20-22	5
23-26	6
27	7

The only exception to the above table is when an employee is away from Home Base for more than 27 days in a whole calendar month. In such a case the full month's entitlement may be given, provided that the remaining days of that calendar month in Malta are Off Days.

### 13

#### Maximum Duty Hours and Block Hours

Both parties agree that the equitable distribution of Flying Hours is important to the continued well being of all pilots. The company must therefore endeavour to distribute all duties fairly and equitably.

The Company shall ensure that the total duty periods and block times to which a crew member is assigned do not exceed:

- 60 Duty hours in any 7 consecutive days.
- 190 Duty hours in any 28 consecutive days, spread as evenly as practicable throughout this period;
- 2000 Duty hours in any 12 consecutive months, spread as evenly as practicable throughout this period;
- Planned 320 Block hours every 4 consecutive calendar months. Another twenty (20) hours may be added during the execution of the roster (e.g. called from Stand By). A pilot may accept to fly up to legal limits;
- 100 Block hours in any consecutive 28 days;
- 900 Block hours in any twelve consecutive months;
- 90 Block hours per month in any two calendar months within any 4 consecutive calendar months unless the pilot accepts otherwise;

The above running flying totals shall be published as required preferably on line.



**14**      **\*Reporting for duty**

A crew member shall ensure to report for duties allocated to him in accordance with Company requirements.

The company shall provide suitable transport or parking space facilities at MIA whenever a pilot is on flight duty or any positioning. For avoidance of doubt a pilot can avail himself of only one of the mentioned options.

Crew will indicate their preference to the company and must give 3 month prior notice for any change to be effective.

In Malta pickups shall normally be one hour before the reporting time and shall normally leave the airport 30 minutes after Blocks On.

Other than in Malta, the pickup/drop down timings may be adjusted, in consultation with the Union, according to distances involved between accommodation and the reporting place.

**15**      **ALLOCATION OF DUTIES**

**15.1**      **General**

Employees are expected to carry out their duties conscientiously. When flexibility is necessary for the well being of the Company, the Company and the Union shall make every effort to introduce optimum flexibility in the grade in all activities.

Both parties agree that the Company must provide continuous service each day of the week throughout the year. The Company is expected to appreciate the relationship between the frequency and the pattern of flight duty periods and rest periods and give due consideration to the cumulative effects of undertaking long duty hours interspersed with minimum rest. When planning the roster the Company must avoid duty patterns which have a negative effect on the sleep pattern of the pilot. The Company must advise pilots of leave prior to the issue of the roster.

Any changes to the planned roster must be advised as much in advance as possible.

**15.2**      **Operational Changes**

In the daily execution of the Rosters the Company reserves the right to affect changes to individual rosters for operational reasons at all times. The Company will endeavour to keep such changes to a minimum. For the avoidance of doubt operational reason is also understood to be a change brought about by Flight Time Limitations breaches whilst the roster is being executed.



### **15.3 \*Roster Requests**

Crew may request Flights/Off Days or other duties on specific dates.

All Roster Requests shall be made electronically in accordance with the method prescribed by the Company by midnight of the 1st day of the month preceding the roster period. The roster will be made available by the company not later than the 15<sup>th</sup> day of the month preceding the roster period. The approval or otherwise of Roster Requests is at the complete discretion of the Company, such Roster Requests may not be withheld without justifiable reason.

Crew can request specific flights each month. A request for a flight designated to be part of a Combined Duty Plan will be deemed to be a request for the whole pattern.

Each crew member is entitled to have at least seven (7) Off Days per calendar month.

Each crew may request all his/her entitled OFF days each calendar month provided that the total number of requested Off Days in a calendar month is not more than seven (7) multiplied by the number of active crew in the relevant rank.

### **15.4 \*Mutual Changes**

In the course of execution of the rosters crew may request mutual changes. All Mutual Changes shall be made electronically in accordance with the method prescribed by the Company. The approval or otherwise of Mutual Changes is at the complete discretion of the Company, such Mutual Changes may not be withheld without justifiable cause.

All mutual changes must not breach Flight Time Limitations including those of Rosters of the consequent month. No extra payments (including Denied OFF) resulting from a change in duty will be made. For avoidance of doubt, the total sum of WU at the high-rate shall never increase as a result of a change of duty.

In the course of execution of the roster crew may request mutual changes prior to the commencement of duty but not less than 4 hours prior to crew pick up if contract transport is utilised. Notwithstanding, in the event of a mutual change for compassionate reasons crew resources will endeavour to satisfy the request.

### **15.5 Roster Planning**

The Company will compile a minimum of four weekly roster to meet operational exigencies. A copy of the roster shall be made available to each crew electronically not later than the 15<sup>th</sup> day of the month preceding the roster period. The roster shall include all known duties, all allocated crew requests, Off Days and Leave. It will also indicate the time when a duty is



expected to commence and also the time it is expected to end. The Company will endeavour to distribute Duties, Off Days and Leave fairly and equitably.

After a roster is issued up to three (3) Off Days per crew member per month may be allocated if a duty (except standby which cannot be removed) is cancelled or if a Flight Duty is cancelled from the schedule. In such cases the crew member must be notified at least seventy two (72) hours in advance of the start of the Off Day. An exception to the above is if a pilot refuses a duty as per clause "Changes of duties due to operational exigencies" 15.10.

**15.6 Block Time Robustness**

If the permitted flight duty periods are exceeded in practice on more than 25% of the number of events in a period of one month (minimum four flights) on a particular route then the planning shall be changed accordingly. Technical delays should be discounted.

**15.7 Rest Planning**

The contractual rest period for roster Flight Duty planning shall be at least the minimum rest period as described in clause 12.1 "Minimum rest for planned operations" plus a three hour buffer.

A rest period of 12 hours shall be planned after a Stand By duty and this will not encroach an Off Day or a Leave Day; no additional buffer will be planned.

If the Standby Duty is at the Airport this will be a maximum of 8 hours.

**15.8 Daily Roster Execution**

During the execution of a published roster, the rest will be according to the legal rest requirement. When following a flight duty period the required rest period encroaches on a planned standby period the standby period shall be assumed to start at the end of the required rest period.

Changes for non-operational reasons must be kept to a minimum. For this reason the Company undertakes to consult with the Union when such changes become necessary.

All flights will be crewed not later than 72 hours prior the departure of the flight. When crewing vacant flights, such flights should be first offered to crew who are Off on the day of the vacant flight. Preference should be given to calling crew to whom the additional flight will cause least disruption to the roster. In such a way, the standby crew are protected to be available for duty on their days of standby.

Air Malta must replace, subject to availability and operational exigencies, any standby crewmembers who are called for Flight Duties.



### **15.9 Sequence of Flight Duties and Combined Duty Planning.**

The following must be observed when compiling duty rosters and when making changes to such rosters after a roster is issued.

- Pilots shall not be expected to operate more than four consecutive flights and/or standbys. Once per employee per month, the company may allocate 5 flights and/or standbys provided the string of flights and/or standbys contains at least 1 stand-by duty. Flights and/or standbys are not considered to be consecutive if they are separated by an Off Day. Pilots may accept to work/be rostered more consecutive flights. For the avoidance of doubt this rule does not apply to simulator duties etc.
- Heavy flights must not be immediately followed by an early morning flight from Home Base.
- No more than three early morning flights shall be rostered on consecutive days.
- A rest period of ten (10) hours must be rostered for pilots prior to, in between and after simulator/FBT sessions.
- After a flight duty and before a non flying duty a rest of 10 hours shall be assigned. After a flight duty, non flying duties shall not commence before 08:00. Simulator/FBT sessions are not subject to this rule.
- Prior to departing and after returning from a tour of duty of more than three days away from base a pilot should be rostered an off day.
- Aircraft having no or a degraded auto pilot should be rostered for the shortest flights.

### **15.10 \*Changes of duties due to operational exigencies:**

- If a crew member has his Aircraft duty cancelled, the company may allocate another duty within a window earlier by 2 hours of the original duty and ends within 3 hours of the original end of duty. Alternatively the company may allocate a Standby duty to the crew member from which the crew member may be placed on a duty which completely falls within the above mentioned window. If a crew member agrees other duties may be allocated.
- If for exceptional circumstances a pilot is not able to work within a window earlier by two hours of the original duty and ends within 3 hours of the original end of duty, the pilot will chose between being placed on standby starting from the original duty or placed on leave/off at the company discretion.
- Additionally ,after reporting at the reporting place for Aircraft Duty and the duty is cancelled, a standard payment of 4 WU will be paid or Weighted Units equivalent to the actual time spent at the airport (as recorded by the means provided by the company) whichever is greater. No additional Off Days will be allocated for the relevant days. If a replacement Aircraft Duty



is assigned this provision does not apply and Weighted Units will be paid as per the new Duty starting from the original reporting time.

#### **15.11 Stand By Duty**

The allocation of flights to employees on standby duty will be made to those employees who can be picked up at times which fall within the time limits of their standby.

The allocation of flights to flight crew on standby will be done to minimise roster disruption and having due regard to fatigue management and duty equalisation.

A Standby period shall be not less than 6 hours and not greater than 12 hours. If one single period of less than 12 hours is allocated in any one roster to a crew member, then not more than an aggregate of 8 standby duties per calendar month will be allocated to the crew member at the planning stage.

The minimum payment for any standby will be not less than 6 hours irrespective of the time of call out.

The Company determines minimum standby requirement and call out priority, with the proviso that the company will protect a minimum standby of 1 Captain and 1 First Officer at all times by calling crew from their off days.

#### **15.12 Planning a Flight Duty Period of New Destinations**

For the purpose of deciding whether crew augmentation is required for a new destination which is being planned, the following parameters will be taken into consideration:

- Pre Flight Briefing - 1hr
- Block times will include – Flight Time + a total taxi time of at least 10 minutes
- Turn around - 45 minutes
- Post flight - 30 minutes
- A 15 minute contingency will be added to the total Flight Duty Period
- In cases where these timings preclude the operation of the flight both parties agree to consider adjustment of the Turn Around Time and 15 minute contingency.
- After 4 flights, timings may be amended as per average.

### **16 \*Annual Vacation Leave and Public Holidays**

#### **16.1 Annual Vacation Leave**

Employees are entitled to twenty four (24) annual vacation leave days with pay pro-rata or to the number of days established statutorily. Employees who have been employed with the Company for 20 years as described in article 44



"Computation of Service" shall be entitled to an extra day annual vacation leave whilst those employees who have been employed with the Company for twenty five (25) years and more, shall be entitled to two days extra annual vacation leave.

The annual leave year will be of twelve months and the start date will be decided by the Flight Operations Department.

Any leave application is subject to Leave Policy Appendix E

Vacation Leave cannot be transferred from year to year unless there is written approval from the Company before leave year-end or unless the employee was withheld by the Company from taking his vacation leave and the employee accepts.

In the latter case the Company will communicate its decision to the employee in writing.

Certified sickness as per article 17.18 whilst an employee is on annual leave shall be considered as sick leave and not as annual leave. If such an employee happens to be on holiday abroad, the above also applies only in the case where the employees is hospitalised abroad. Certification by the authorities of the relevant hospital is to be presented to the Human Resources Department.

## **16.2 Public Holidays**

All gazetted Public holidays will be added to the monthly Off Day entitlement.

## **17 Special Leave**

Unless stated otherwise employees shall be entitled to special leave with full pay and any allowances agreed below in the following circumstances:

### **17.1 Birth of a Child**

Employees to whom a child is born will be entitled to three days leave which must be availed of within one month from the date of birth of the child. This also applies to employees on probation.

### **17.2 Adoption**

The adoptive mother or the father may avail themselves of up to five (5) weeks adoption leave with pay, starting from the day that a child passes into their custody.

If both parents are Air Malta employees, this leave may be shared between them provided that they do not exceed the prescribed limit of five weeks.



### **17.3 Bereavement**

Employees are entitled to three days leave - excluding off days - which must be availed of immediately following the death of any close relative. For the purpose of this agreement close relative includes: father, mother, foster parents, wife, husband, sons, daughters, brothers and sisters. In the case of parents in law, or persons in their care, employees are entitled to two days leave. This also applies to employees on probation.

### **17.4 Quarantine**

Employees, who are precluded from attending work as a result of quarantine imposed by the Health Authorities for conditions resulting in the course of employment, are entitled to special leave during the period of quarantine. If the quarantine results directly from the nature of the duties with the Company, all allowances and premlums due to the employee during this period will also be payable. This also applies to employees on probation.

For avoidance of doubt, such employees shall be entitled to the following Weighted Units

- If roster is already issued the Weighted Units of all lost duties;
- If roster not already issued, pro rata of the average Weighted Units earned by employees in same grade during each particular month after the duty reports are issued.

### **17.5 Jury Service**

Employees called for jury service are entitled to special leave for the duration of the jury. If and when such jurors receive any remuneration from the courts, such remuneration will be deducted from the employees' salary. The deduction will be equivalent to the amount received from the Courts or equivalent to the employee's hourly rate, which is the most advantageous to the employee. This also applies to employees on probation.

For avoidance of doubt, such employees shall be entitled to Weighted Units of all lost duties in the published roster. Employees must immediately notify the Company of Jury Service when so notified by the relevant authorities.

### **17.6 Investigations (excluding Investigation of operational incidents Appendix B)**

All employees, including employees on probation, are entitled to the necessary time off when required, by external Authorities or the Company, to assist in investigations directly related to Company activities. This does not apply to those employees who are themselves being investigated, including those employees on probation.

In the event that following the investigation, an employee is not found guilty as a result of this investigation; employees will be reimbursed for any allowances lost during that period as follows:

- If roster is already issued the Weighted Units of all lost duties



- If roster not already issued, pro rata of the average Weighted Units earned by employees in same grade during each particular month after the duty reports are issued.

**17.7 Marriage**

All employees are entitled to four days leave on the occasion of their marriage. This leave has to be taken immediately following their marriage.

**17.8 Trade Union Business**

Authorised Union representatives as per article 5 "Security and Function" are entitled to special leave when on trade union business directly related to Company activities. On such instances, employees will not forfeit any of the applicable fixed allowances.

Authorised Union representatives are entitled to special leave to attend Union activities not directly related to the Company at the discretion of the Company.

Each request must be submitted in writing by the Union Secretary or any other authorised Union representative to the Human Resources Department. Such permission shall not be unreasonably withheld.

**17.9 Maternity Leave**

Female employees are entitled to the statutory maternity leave.

**17.10 Ground Duties while Pregnant**

On advising the company the employee will be allowed continue flying till the statutory limits.

Pregnant employees will be transferred to flexible ground duties within Flight Operations Department and paid the basic salary of their substantive grade excluding allowances.

**17.11 Post Natal Leave/Parental Leave**

**Post Natal Leave**

Female employees who need to take care of their child up till the age of six (6) are entitled to Post Natal leave without pay not exceeding twelve (12) months. This amount of twelve (12) months may be distributed on three occasions.

The above also applies in the case of adoption.

During the period of unpaid leave the employees cannot embark in other work without the prior approval of the Company.

Special consideration for special leave not exceeding ten weeks will be given to both the husband and the wife in cases of adoption from abroad which could require extensive legal procedures.



More than 12 months of Post Natal Leave can be granted in line with Article 17.14 "Leave for Particular Cases"

**Parental Leave**

Employees are entitled to the statutory Parental Leave as highlighted in Legal Notice 225 of 2003.

More than the stipulated statutory Parental Leave can be granted in line with Article 17.14 "Leave for Particular Cases"

**17.12 Emigration leave**

Employees may be granted an aggregate of six months unpaid leave, on a one time basis, subject to the exigencies of service at the discretion of the Company, to emigrate and settle away from Malta.

Employees may return to their previous position at any time during the unpaid leave subject to providing one month advance notice and written company approval.

Furthermore during Emigration Leave Employees are to ensure that arrangements are made to maintain licence renewal requirements acceptable to the Company.

**17.13 Blood Donation**

The Company, at its sole discretion may give special leave with pay on each occasion to those employees who are blood donors when they donate blood. This visit has to be covered with official documentation.

**17.14 Leave for Particular Cases**

The Company, at its own discretion, may consider granting special leave with or without pay for any reason it considers justified.

**17.15 Time Off Whilst on Duty**

(a) Employees who attend courses and which are of added value to the Company will be given paid time off at the sole discretion of the Human Resources Department.

(b) Employees elected as local councillors shall be granted paid time off to attend official meetings subject that this practice will not result in the Company incurring additional expenses.

**17.16 Special Unpaid Leave**

Special unpaid leave can be granted at the sole discretion of the Company in accordance with Appendix C.



## **17.17 Sick Leave**

Employees are entitled to the following Annual Sick Leave:

Thirty three (33) working days on full pay and thirty three (33) working days on half pay of annual sick leave excluding Weighted Units.

After four months from the date of payment, the Company will make deductions equivalent to the benefits to which the employee is entitled from the Department of Social Services. The Company will provide details of these deductions one month in advance.

- Employees who have exceeded four years of service with Air Malta may use the balance of sick leave not availed of during the previous year.
- Employees who have exceeded eight years of service with Air Malta may use the balance of sick leave not availed of during the previous two years.
- In cases of operations, convalescence, serious illness or any other medical condition considered serious in relation to a pilot's responsibility justified by the Company doctor in consultation with an AME, the employee will be entitled to the use of the balance of sick leave entitlement not availed of during the preceding six (6) calendar years. In case of employees with less than six years of service they may utilise a sick leave balance that would have resulted within a six year period of employment. (e.g. an employee in his/her second year of employment may utilise his present year entitlement, his previous year balance and the entitlement of the next four (4) years. If the employees utilises future balances of sick leave this will be deducted in the relevant future years.)

In each of the above cases, if an employee avails ten (10) or less days of sick leave in any one year, the full thirty three (33) days (and not the unused balance) will be transferable to the next year(s).

Every employee who reports sick has to submit a sick leave certificate (NI46/48/53 Blue Certificate or its official replacement). The Company reserves the right to send a Company doctor to visit the employee who reports sick. Before visiting the employee the company may call the employee informing of the doctor's visit.

Any certified medical visits that the employee is required to attend during working hours will be considered as sick leave. Wherever possible, private medical visits will be made after duty hours.

In the case of conflict of opinion between the Company's medical advisor and the employee's personal doctor, the Union will have the right to make representations on behalf of its member.

The Company may extend the period of sick leave at its own discretion. This will only be considered after the employee has utilised all his annual leave.

Company Doctors are to be provided by the Company with updated information concerning medical requirements for pilots.



Employees certified not fit for work by the Company doctor will be allowed to return to work prior to the timeframe stipulated by the Company doctor only if they produce a medical certificate by the Company doctor stating otherwise.

**17.18 Injury Leave**

Employees, whether on probation or not who are injured as a direct consequence of their duties (including periods at outstation within the hotel precincts) and the injury is not attributable to culpable negligence of the respective employee, will be entitled to three years injury leave at full basic pay including allowance and Weighted Units calculated at the average weighting of the roster at the particular month as originally issued by Flight Operations.

After four months from the date of payment the Company will make deductions equivalent to the benefits to which the employee is entitled from the Department of Social Security.

Employees may be detailed by the Company, at the latter's complete discretion, to perform other ground duties provided that, such duties do not conflict with the recommendations made by the AME. The employee will receive the substantive basic salary, Weighted Units and any applicable allowances.

When detailed as such and after three years, employees will be offered alternative employment and paid the full basic pay of their substantive grade excluding Weighted Units and all allowances unless the alternative duties entitle the employee to allowances and premia.

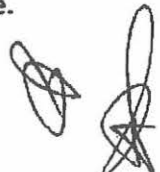
After two years the Company may conduct a medical review. Should this medical review determine that the employee will not be fit for any work within the following 12 months, then boarding out procedures will start immediately. The injury leave will terminate at the date of boarding out.

**17.19 Study Leave**

Employees who wish to follow a course of studies which has a direct relationship with their work activities may apply for leave for the duration of the course. Paid or unpaid leave may be granted at the discretion of the Company. Employees who complete such courses satisfactorily shall be reimbursed for the course and/or examination fees when they are not paid for directly by the Company, in line with the approval obtained in advance from the Human Resources Dept.

The employee will also be entitled to special leave with pay for the examination days in connection with these courses. This leave may be used either on the examination days or the preceding night.

The Company shall reimburse training costs incurred by employees who completed courses at their own expense, if it decides to utilize such expertise or qualifications for Company purposes. The amount of reimbursement will be negotiated between the Company and the employee.



## Salary Scales in EUR for Captains

Scale	1 <sup>st</sup> January 12		1 <sup>st</sup> January 13		1 <sup>st</sup> January 14		1 <sup>st</sup> January 15	
	Even	odd	even	odd	even	odd	Even	Odd
1	57429.13	56265.23	59152.01	57953.19	60926.57	59691.79	62754.36	61482.54
2	59830.06	58616.72	61624.97	60375.22	63473.71	62186.48	65377.93	64052.08
3	62333.99	61069.15	64204.01	62901.23	66130.13	64788.26	68114.04	66731.91
4	64944.01	63624.58	66892.33	65533.32	68899.10	67499.32	70966.08	69524.30
5	67664.24	66289.19	69694.17	68277.87	71785.00	70326.21	73938.55	72435.99
6	70499.83	69067.10	72614.83	71139.12	74793.27	73273.29	77037.07	75471.49
7	73455.93	71962.43	75659.61	74121.31	77929.40	76344.95	80267.28	78635.29
8	76538.72	74981.36	78834.88	77230.80	81199.93	79547.73	83635.93	81934.16
9	79751.29	78128.01	82143.83	80471.85	84608.15	82886.01	87146.39	85372.59
10	83099.82	81407.53	85592.82	83849.76	88160.60	86365.25	90805.42	88956.21

## Salary Scales in EUR for First Officers

Scale	1 <sup>st</sup> January 12		1 <sup>st</sup> January 13		1 <sup>st</sup> January 14		1 <sup>st</sup> January 15	
	Even	Odd	even	odd	even	odd	even	Odd
1	36937.28	35988.65	38045.40	37068.31	39186.76	38180.36	40362.37	39325.77
2	38912.82	37911.66	40080.21	39049.01	41282.61	40220.48	42521.09	41427.10
3	40996.51	39940.76	42226.41	41138.99	43493.20	42373.16	44798.00	43644.35
4	43193.50	42080.07	44489.31	43342.48	45823.99	44642.75	47198.71	45982.03
5	45512.03	44337.83	46877.39	45667.97	48283.72	47038.01	49732.23	48449.15
6	47956.22	46718.16	49394.91	48119.71	50876.76	49563.30	52403.06	51050.20
7	50531.23	49226.76	52047.17	50703.56	53608.58	52224.67	55216.83	53791.41
8	53244.76	51870.23	54842.10	53426.34	56487.36	55029.13	58181.98	56680.00

Basic Salary for Junior First Officer as from 1<sup>st</sup> January 2012 shall be €20,394 increasing at the rate 3% per annum on the 1<sup>st</sup> January 2013, 2014 & 2015.

The Basic salary scales shown above include all known cost of living increases at time of signing. In addition to the above, employees shall be entitled to all statutory increases, income supplements and bonuses.

The hourly rate will be computed by dividing the annual salary (excluding allowances) by 2000 hours.

**18.1 Movement in salary scales due to Year in Rank increments**

As of 1<sup>st</sup> January 2012 the salary of employees shall be computed as follows : Old scale + COLA(€817) + 3%increase. Employees who on the 1<sup>st</sup> January 2012 are on an odd year in rank will move to the odd column, while those who are on even year in rank will move on the even column. Yearly salary scale increases in the respective column will then be according to each employee's appointment date.

Those employees who are on the odd scale column, and reach the maximum scale in their rank, will at their next salary scale increase, move to maximum scale in the even column.

This will eventually result in all employees transitioning onto the top scale on the Even Column.

New recruits and Command upgrades will enter on the Even Scale Column

**19 Weighted Units**

**19.1 Additional payments**

Employees are entitled to additional payments when performing the following duties. Unless stated otherwise, employees are expected to perform work for which a fixed yearly allowance is paid unless there is a valid reason acceptable to the Company.

**19.2 Application:**

For the Application of the Weighted Duty payments, only the "Aircraft Duty" definition shall apply.

**19.3 Aircraft Duty:**

Aircraft Duty is defined as the period which starts at least one (1) hour before the scheduled time of departure of the first sector when a crew member reports for a flight or a series of flights on which he is in an operating capacity or reports to position to operate a flight without availing the minimum rest at the end of the positioning. It ends 30 minutes after scheduled Blocks On, or thirty minutes after actual Blocks On, or after the end of positioning to a place of rest after operating a flight without availing minimum rest, whichever is later.

When for any reason employees are informed of a delay in their reporting time prior to their departure from home or place of rest, the Aircraft Duty shall commence from the original scheduled reporting time.

When it is required for flight crew to supervise the aircraft for the purpose of fuelling, cleaning or other requirements beyond the timings as above, the flight crew will send an ACARS message and Aircraft Duty ends when the time of the ACARS message is registered. In the event that the data link is not available, duty will end when the commander informs the Integrated Operations Control Centre.



Aircraft Duty does not include travelling time (as defined in the 'Positioning') or positioning from/to Home Base or Other Base in a non-operating capacity and the minimum rest is taken.

Duty time spent on Simulator and MFTD shall be considered as Aircraft Duty. This starts one hour before the training session and ends 30 minutes after the termination of the session.

**19.4 Weighted Units Rates:**

Designation	Up to 31 <sup>st</sup> Dec 2012		From 1 <sup>st</sup> Jan 2013		From 1 <sup>st</sup> Jan 2015	
	Up to 165 WU	Over 165 WU	Up to 165 WU	Over 165 WU	Up to 165 WU	Over 165 WU
Captain	€13.89	€18.75	€14.45	€ 19.50	€15.02	€20.28
First Officer	€9.17	€12.37	€9.54	€ 12.87	€9.92	€13.38
Junior First Officer	€5.36	€6.99	€5.57	€7.27	€5.80	€7.56

<b>Aircraft Duty</b>	<b>Weighted Units</b>	<b>Remarks</b>
1 hour	1 pro rata	
1 hour night	1 pro rata extra	Night is between 2200 and 0800 hours Local Time
Every sector in excess of Two sectors per tour of duty	2 extra	
1 hour duty in excess of twelve hours	2 pro rata extra	Extended Duty payments are only paid for periods resulting after reporting for duty.
1 hour Positioning	0.5 pro rata	For the avoidance of doubt Positioning Weighted Units are not extra and will not be paid in conjunction with any other Weighted Units. Start of payment will be 1 hour before reporting time for flight, coach, train or taxi (or combination thereof).

		<p>Payment ends one (1) hour after schedule arrival of flight, coach, train or taxi (or combination thereof) at his final destination or when the crew member reports his arrival to the Operations Control Centre whichever is later.</p> <p>Any changes made to the planned positioning must be approved by the Operations Control Centre. Company will provide suitable accommodation if the positioning is interrupted for more than seven hours if requested by the crew.</p>
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**19.5 Weighted Units applicable only to the trainer/s and not the trainee:**

- Base training = 1 WU extra per landing
- Line training with cadets less than 80hours = 2 WU extra per sector or
- Line training and/or checking = 1 WU extra per sector.

**19.6 Weighted Units when Positioning to operate a flight:**

When a crew member positions to operate a flight duty without availing rest at the end of the positioning, crew members are paid Weighted Units according to the Weighted Units system as per Aircraft Duty.

**19.7 Weighted Units when Positioning after a flight:**

When crew position to home base or other base after operating a flight duty without availing rest, crew are paid Weighted Units according to the Weighted Units system as per normal aircraft duty.

**19.8 Positioning from/to Home Base or Other Base:**

When crew transfer from/to Home Base or Other Base in a non-operating capacity and are scheduled to avail at least minimum rest on arrival at home base or other base Weighted Units are paid according to the positioning rate in the Weighted Units system. Other Base Allowance shall apply.

**20 Declaration of Income**

For the purpose of declaring earnings to the Department of Inland Revenue and subject to the latter's approval all payments made in respect of the provisions of articles 19.4 Weighted Units, 21.1 Layover allowance, 21.2 Other Base allowance, 21.7 Overseas Assignments, 22 Wet leases, shall be considered as outstation allowances. Articles 21.4 Denied Off Days, 19.4 (duty in excess of twelve hours), 21.5 (Ground duty) and Weighted Units in excess of hundred and fifty (150) Weighted Units per month shall be considered as payment for overtime.

## **21** Allowances

### **21.1** Layover Allowance

When crew qualify for Aircraft duty and are unable to return to "Home Base" because of disruptions (e.g. AOG, WX etc.) they shall be entitled to suitable accommodation on room rent basis only, to transport to and from the hotel, and a Layover allowance between blocks ON and blocks OFF at outstation as per the following schedule:-

	Up to 12hrs	more than 12hrs and up to 24hrs
Junior First Officer and First Officer	€52.4	€104.8
Captain	€58.2	€116.5

### **21.2** Other Base Allowance

When crew are required to operate from "Other Base" or when crew are required to attend training away from Home Base they will be paid an allowance equivalent to the Layover Allowance however it will commence from Blocks off from Home Base and ends Blocks On at Home Base unless on aircraft duty. For the avoidance of doubt the "Other Base Allowance" and the "Layover Allowance" shall not be paid together.

### **21.3** Duty Travel Allowance

For any travel away from Home Base which does not fall under this collective agreement an employee will be paid a "Duty Travel Allowance" as per Company policy.

### **21.4** \*Denied Off days

At the end of each calendar month crew members will be paid for any denied off days at the rate of basic salary x 8/2000.

### **21.5** \*Ground duty:

An employee who is directed to attend Office Duties will be paid at the rate of 1 WU per hour pro-rata .

An employee who is directed to deliver instruction duties will be paid at the rate of 1.5 WU per hour pro-rata.

In both cases such days will not be an off day and a minimum of 5 WU and maximum of 8 WU per day or part thereof will apply.



The above opportunities must be offered to all employees. For tasks/duties/assignments spanning more than 1 month, a proper internal call for applications must be issued. Special consideration must be given to employees having a relevant degree/diploma or any other relevant assets.

#### **21.6 Special Functions:**

Employees who are assigned special functions will be paid the following allowances pro rata for the whole period during which they are required to carry out their special function. These allowances will not be paid concurrently with each other and will not be paid for any period of unpaid leave or when the assignment is terminated by the Company.

<b>Function</b>	<b>Yearly Allowance</b>
Line Supervisory	€3000
Line Training Captain	€3500
Line Training & Check Captain	€4200
SFI – SFE	€4300
SFI – SFE – TRI – TRE	€4650

#### **21.7 Overseas Assignments**

In the course of its activities the Company may, from time to time, require crew members to proceed overseas for work, training or wet lease at its sole discretion. When detailed to proceed overseas, employees will be entitled to suitable accommodation and be paid an allowance similar and equivalent to the "Other Base" allowance.

If the period abroad exceeds 4 weeks, the Company shall provide tickets for the employee's immediate family (wife/husband and dependent children) on the basis of Duty Travel. Family members will not be entitled to any other payment from the Company. Successive overseas assignments should normally be interspaced with a period of two weeks; in agreement with the pilot this may be reduced to one week.

When employees are detailed for long periods of time which require them to move home or for periods of more than three consecutive months, they will be entitled to additional pay and benefits as agreed between both parties.

When a pilot is assigned overseas, allowances will normally be paid after returning from overseas, however an employee may choose to receive these allowances prior to being sent overseas.

The procedure for assigning employees overseas for duties shall in the first instance follow a call for volunteers. If the required number is not reached, the difference will be made up by using reverse seniority.



Any overseas deployment must be distributed equally between pilots.

The company shall maintain records of all outstation duties of its employees. Records kept by the company will be made available to the Union.

Employees will be entitled at all time for sick leave or injury leave and any other entitlement while performing duties overseas.

**22**      **Wet Leases**

To be determined.

**23**      **Long Haul Flights**

To be determined

**24**      **Inter Islands travel**

Employees resident in Gozo who travel to Malta for duty are entitled to the payment of an annual allowance of €350. This allowance is paid pro rata in case of unpaid leave.

**25**      **Duty travel**

When travelling on duty, employees shall be given business class reservations confirmed 48 hours before travel on Air Malta flights. Employees shall also be given business class seats on interline flights when this is possible. When business class seats are not available employees will travel in any other class or jump seat when no other seat is available.

Passengers accompanying employees on duty travel shall be upgraded to the same Class of travel as that of the employee subject to space availability. Wording to that effect shall be printed on the ticket.

Employees who travel overseas on duty for periods beyond four weeks are entitled to confirmed free tickets for themselves and their spouse and dependants every four weeks.

**26**      **Long Service Bonus**

Employees are entitled to the following Long Service Bonuses:

10 years service	–	one week salary;
20 and 25 years service	–	one and a half week salary;
30 years service	–	2 week salary.

**27** **Payment Procedure**

Salaries will be paid monthly in arrears through a direct bank transfer. Errors in payment will be adjusted in the next salary. Errors exceeding 25% of the relevant salary will be corrected and paid as soon as possible.

Deductions from an employee's salary by the company have to be notified to the employee a month's in advance. Should there be a contestation by the employee the deductions will not be affected until the issue is resolved. Employees on long leave or long posting away from Malta will be given additional time

**28** **Time Keeping**

Employees must register their attendance for work (in and out) in the manner prescribed by the Company from time to time.

Repetitive lateness will result in disciplinary action and may lead to termination of employment. Any reason for lateness has to be justified to the respective Head Aircraft Operations

Employees may seek permission from the respective Head Aircraft Operations to absent themselves from work for humanitarian reasons, which permission would not normally be withheld.

**29** **Absence from Work**

Employees who are unable to attend for work as scheduled must advise the OCC, by telephone or through any other means, immediately they know they are unable to attend for duty giving a reason why they are unable to attend. Disciplinary action will be taken against those employees who do not report for work and who according to the Company do not have a valid reason. In this case a deduction equivalent to a day's work will be deducted for each day not worked.

Unauthorized absence from work without notification for seven or more consecutive days will be considered as abandonment of employment. In such cases termination of employment is immediate without the need to start disciplinary proceedings.

**30** **Benefits**

**30.1** **Free or Rebated Travel**

Employees who have completed their initial probation will benefit from the free and rebate travel concessions in accordance with Company policy which may vary from time to time. This policy should be made known to the Union.



**30.2 Immunization**

Employees shall be given all required immunisations when detailed to work in countries/areas where such immunisation is required. All costs will be borne by the company.

**30.3 Visas/travel requirements**

All expenses related to visas/travel requirements which are required due to the nature of employment, shall be borne by the company.

**30.4 In-flight Crew Meals**

The company is to provide a suitable meal free of charge for every five hours duty time or part thereof.

**30.5 Maltese JAA licence expenses**

All normal expenses incurred by a pilot in maintaining his Maltese JAA licence renewal and revalidation and the cost of the routine medical expenses shall be incurred by the company except when on voluntary unpaid leave for longer than one year. For the avoidance of doubt medical expenses resulting from non routine medical investigations, procedures and operations do not qualify for this purpose.

**30.6 Issue of ATPL**

First Officers shall be issued with an ATPL on attaining all statutory requirements for such a licence. The skill test will be done on the following Licence Proficiency Check.

**31 Insurance**

**31.1 General**

The Company shall provide the Union with a synopsis showing the relevant details of each insurance policy and coverage that employees are eligible for. The Union shall have the right to distribute this information to its members.

All benefits shall be paid in full not later than one month from the date of receipt of funds from the Insurance Company, provided that in the case of death claims, documentary evidence showing, or allowing for the calculation of the allocation of the proceeds to the legal heirs of the employee have been made available to the company.

All insurances shall remain in force if the insured is absent from work because of furlough, lay-offs, unpaid leave, secondment, cessation or interruption of operations by the company or due to a work stoppage for a period of one year or any part thereof.



**31.2 \*Insurance Contribution:**

A contribution of €100 per Captain and €80 per First Officer shall be paid every year, towards insurance costs incurred by the company.

**31.3 \*Loss of Licence**

Once a Pilot qualifies and obtains a licence to work as a Junior First Officer/First Officer/Captain for the Company, the Company shall insure, subject to the Policy terms, conditions, limitations and exclusions, the employee who is in its active employment against temporary and permanent loss of licence. The waiting period in respect of temporary loss of licence shall not exceed 120 days.

Insurance coverage will be equal to four (4) times of the Annual Basic Salary of the employee.

The company will secure Loss of Licence insurance until the age of 55 without reducing such cover to accident body injury only.

**31.4 Permanent Health Insurance and additional Life and Accidental Death**

Once a Pilot qualifies and obtains a licence to work as a Junior First Officer/First Officer/Captain for the Company, the Company shall insure, subject to the Policy terms, conditions, limitations and exclusions, the employee who is in its active employment with a Permanent Health Insurance cover.

The Company shall ensure that it secures from recognized insurance providers the best possible terms and conditions available on the market to cover this Permanent Health Insurance.

If there is a significant deterioration in cover, terms or conditions, ALPA reserves the right to request that such deterioration be addressed. Should the company not be in a position to amend the cover to the then current and/or an acceptable scope, ALPA will have a right for compensation in the form of betterment on current and/or alternative insurance covers to the same value of the then current cost being incurred by the Company.

The benefits of the Permanent Health Insurance shall cover: -

- 75% of the employee's Annual Basic Salary
- 75% of the employee's Annual Allowances which allowances shall not exceed 50% of the Annual Basic Salary
- Life Assurance of €70,000
- Accident Insurance of €70,000



**31.5 Life Assurance**

The Company will assure, subject to policy terms, conditions, limitations and exclusions, each employee who is in the Company's active employment, under the Company's existing Life Assurance Scheme for a capital sum of not less than four times the Annual Basic Salary.

**31.6 Personal Accident Insurance**

The Company will insure, subject to policy terms, conditions, limitations and exclusions, each employee who is in the Company's active employment, with the Company's existing Group Personal Accident Insurance Scheme for a capital sum approximately equal to four times the Annual Basic Salary. This policy shall provide cover in respect of Death or Permanent Disability arising out of an accident as defined in the policy.

**31.7 Health Insurance Scheme**

Once a Pilot qualifies and obtains a licence to work as a Junior First Officer/First Officer/Captain for the Company, the Company shall insure, subject to the Policy terms, conditions, limitations and exclusions, the employee under a Private Local Hospital Scheme or equivalent.

**31.8 Insurance Cover In Warlike Circumstances**

Should any employee be killed or injured whilst in the course of his employment with the Company (whether death or injury arises out of or in the course of his employment or while he is based, sleeping or travelling overseas in the course of his employment) and death or injury results from war or warlike circumstances (as defined hereunder), the Company shall double the insurance benefits, subject to policy terms, limitations, conditions and exclusions, payable under the Personal Accident clause 31.5 and Life Assurance Schemes clause 31.4 mentioned above.

For the purpose of this article "war and warlike circumstances" shall mean war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellions, revolution, insurrection, military or usurped power, riot or civil commotion and terrorist activity. Provided always that the insured person is not engaged in or taking part therein.

**31.9 Missing and Internment**

Employees cannot be compelled to operate in any area which is not covered by the Company's War Risk Insurance Policy or any area which is listed by the Foreign Affairs Ministry of Malta as ill advisable or prohibited to travel to.

Employees who, while engaged in the Company's operations are interned, captured, held as hostages or as prisoners of war, shall continue to be entitled to the daily basic pay and average points for the months until they are able to



resume work or their death is established in fact or is reasonably presumed to have occurred.

Alternatively, the Company may pay the difference between the amount of such salary and the amount of any compensation provided by other parties as a result of a law with respect to persons interned, captured, held as prisoner or hostage of war or missing as a result of an act of war.

With reasonable presumption of death the Company shall cause death benefits provided for in this Agreement to be paid to Employee's dependants.

Any amounts credited to the account of an employee or paid to his beneficiary in accordance with the provisions of this article shall not be required to be returned by such beneficiary or the estate of the employee even though it is established that such payments were made after the death of the employee, nor shall such amounts be a charge against the estate of the employee, provided that any such beneficiary shall have furnished the Company with any evidence indicating the death of the employee promptly after its receipt.

Employees shall maintain their seniority and continue to be entitled to increments during the period in which they are missing, interned, held hostages or prisoners of war, and on returning after such periods shall be considered as if they had been on paid leave of absence.

### **31.10 Aviation Insurance**

If an employee shall, in the course of his duties, incur any liabilities because of the death or injury to any person, including passengers and fellow employees, or because of any damage to property, whether it be the property of the Company or otherwise, the said employee shall not be under any liability to make any payments by way of damage, indemnity or contribution to the Company or any third party by reason of the liability incurred by the Company, in respect of the said death, injury or damage to property aforesaid.

The Company shall defend, indemnify and keep or hold harmless the employee against all and any liability of the said employee howsoever incurred in the course of his employment in respect of the death or injury to any person, including passengers or fellow employees, or because of any damage to property, whether it be the property of the Company or otherwise.

This article shall not apply if the employee is subsequently found guilty of gross culpable negligence before a court of law.

The Company retains the right to hold its own inquiries, investigations or take disciplinary action as necessary according to its disciplinary procedure; however this shall not apply if a court of law returns an innocent or not guilty verdict.



**32**            **Early retirement scheme**

**32.1**           **Eligibility**

A. Employees who have attained the age of fifty five (55) and have given twenty five (25) years service are entitled for early retirement. Option A is only available to pilots in employment with the company as at 1<sup>st</sup> September 2012 and shall be at the complete discretion of the company to anyone recruited after this date

B. Employees who have attained at least twenty years (20) of service may apply for early retirement at the complete discretion of the company.

Payment in case of (A) above;

An employee opting for early retirement under condition (A) above will receive two thirds of his basic salary at the time of retirement, and this will be paid monthly until attaining the prevailing statutory pension age. This payment will increase pro-rata with the salary of those on full time employment in the same salary scale. Alternatively, this payment may be made as a lump sum if both parties agree. Social Security contributions shall be paid by the employee.

Payment in case of (B) above;

An employee will be offered a payment by the company at its sole discretion which can never be more than the payment in (A) prorated.

Employees wishing to take advantage of this scheme shall apply in writing giving a minimum of three months notice. The letter shall be addressed to the General Manager Human Resources.

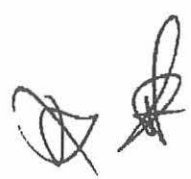
Employees taking part in this scheme will lose all benefits that they enjoy as Air Malta employees, and every other benefit connected with retirement as specified in this Collective Agreement, except rebated travel facilities as if they had retired upon reaching retirement age in line with Company Policy.

The Company has no obligation to fill the post of any individual that has left the Company under this scheme, either through an internal or external call for applications.

Provided that should the demise of the employee on early retirement occurs before the attainment of the statutory age, the heirs of the employee shall continue to receive early retirement benefit for a period of twenty four months from the demise or until pensionable age whichever is the earlier.

**33**            **Staff welfare Committee**

The Company and the Unions shall continue to administer the Welfare Fund. The Board administering this fund shall be made up of four members. Board members shall not be employees of the Company. Three members are nominated by the Unions that are recognised by the Company. The fourth



member is nominated by the Company. The Chairman of the Board shall be appointed by the Unions.

Each employee shall contribute twelve EUR (€12) per year toward the fund and the Company shall contribute the same amount on behalf of each employee.

**34** **HEALTH & SAFETY COMMITTEE**

The Union shall have a right to nominate a member on the Health and Safety Committee.

**35** **UNIFORMS & PROTECTIVE CLOTHING**

Employees who are required to wear a Company uniform are entitled to its free issue by the Company. The list of employees entitled to uniforms will be compiled by the Company.

The upkeep of the uniform is subject to company policy.

The Company shall provide all necessary safety equipment and protective clothing and provide clear instructions and training for its use. The Company and employees shall maintain such equipment/clothing in a good condition.

Employees must wear uniforms and protective clothing as provided by the Company. Disciplinary action will be taken against those employees who do not follow these procedures.

**36** **SAFE WORKING ENVIRONMENT**

The Company agrees to take care:

(a) of the health and safety of its employees at the work place in conformity with the relevant statutory regulations;

(b) that all Company equipment is in good working condition without hazard for the employees. The employees on the other hand will ensure that equipment is used according to instructions issued by the Company from time to time and ensure that they do not tamper with any safety devices;

(c) to issue a safety handbook and distribute it amongst all employees. This may be done by electronic means;

(d) that all employees are aware of their duties, responsibilities and rights with respect to occupational health and safety;

(e) to provide the employees with protective clothing needed by the employees to perform their duties at their place of work. However, employees must wear uniforms and protective clothing as provided by the Company in line with Company procedures that may come into effect from time to time. Disciplinary action will be taken against those employees who do not follow these procedures. The Company will not be responsible for any damages that



an employee may incur due to lack of use of protective clothing/equipment provided by the Company.

**37**

**COMMUNICATION BETWEEN THE COMPANY AND THE CREW**

While on duty, the crew member shall remain contactable either through their personal mobile or through the company SIM card which ever is convenient to the employee.

- Crew members shall be contactable by any means that is commonly available in everyday use, example by fixed line telephony, mobile telephony including SMS and email; Crew are not obliged to answer any communication unless on duty.
- The Company shall make available to the crew member a Company email address;
- Crew members shall preferably indicate to the Company a mobile telephone number. If this is not available a fixed line telephone number must be given.
- Crew members shall regularly check the Company email/portal and acknowledge any instructions given except when on vacation leave. The Company will provide suitable terminals at place of work to comply with this requirement.

**38**

**DOCUMENTATION**

Any documentation or forms required for either operational reasons or for any administration requirements may be made available by the Company as hardcopy or in electronic format at the sole discretion of the Company. A laptop will be given to every pilot for company use in accordance with company policy.

**39**

**PROBATION**

Junior First Officers shall serve probation of not less than six and not more than twelve months. If after the first six months of probation, the Junior First Officer completes successfully the third phase route check of the line training, he will be confirmed as First Officer.

Junior First Officers who for any reason do not complete their third phase route check of line training within the twelve month period of their probation will be confirmed in employment as Junior First officer at the end of one year. The Junior FO will become a FO after successfully completing 3rd phase route check

Employees who join the Company either as First Officers or Captains shall serve a probationary period of six months.



**40**

**PERFORMANCE APPRAISAL**

During the probationary period, the Departmental General Manager or his delegate shall submit one or more reports on various aspect of the employee. After the probation period has elapsed, reports are carried out on an annual basis.

The performance appraisal should be completed in the presence of the employee and should be signed by both parties. The employee is entitled to a copy of his performance appraisal.

The procedure that should be adopted for appraising employees should be defined by the Company after consultation with the Union. The main criteria used should be directly related to the work and working behaviour of the employee.

The right of the yearly increment may be lost in the event of unsatisfactory performance. Each case will be discussed between the employee and the Human Resources Department. For avoidance of doubt, an employee will never miss out on increments delayed during the MOU signed on the 26th May 2004.

**41**

**Recruitment of new Employees and Promotions**

All new employees recruited by the company and covered by this agreement shall require to have a pass in Maltese Language at an 'O' Level Standard or equivalent.

In selecting employees for appointment or promotion, the Company shall give due consideration to the capabilities, experience, qualifications and length of service depending on the vacant post. Performance appraisal reports shall also be taken into consideration in cases of promotions.

Vacancies should first be advertised internally by a call for applications, if no suitable candidate is found, then they shall be advertised externally. If agreement is reached with the union, vacancies may be advertised internally and externally concurrently.

Notwithstanding the above, for Command promotions, seniority criteria will have precedence over the other criteria.

The company shall not employ direct entry Captains if already employed First Officers having more than 4000 hours are eligible, suitable and satisfy command requirements. Unless agreed otherwise with ALPA.

Employees appointed or promoted to a position will serve a probationary period of six months. During this time, the employee will retain his previous grade however will get paid the new salary.

Advertised vacancies should be filled within one year from their closing date.



Promoted employees shall start from the minimum of the new scale.

After an employee has been promoted, the employee will be entitled to the annual pro-rata increase related to the previous grade for the period between the date of the last increase and the date of the promotion. This only applies if the employee was not on the maximum scale of the previous grade before being promoted.

Employees' experience can be taken into consideration in lieu of qualifications and other requirements requested when internal calls are made. In certain circumstances such experience may compensate for higher qualifications required from external candidates.

This procedure is applicable to all grades forming part of this agreement.

**42**

#### **ENGAGEMENT IN OTHER WORK**

Employees are contracted to devote their entire working time to the service of the Company.

Employees will not be allowed to participate in any society or any trading, commercial, industrial, financial firm or company, which would interfere in any way with the performance of their duty unless prior permission has been given by the officer in charge of the Human Resource Department. This permission cannot be withheld without a good and sufficient reason.

Disciplinary action, which may lead to dismissal, can be taken by the Company against those employees who knowingly fail to seek permission prior to commencement of such work.

When the Company authorises an employee to engage in other work, the activities of the Company must continue to be given priority at all times. If circumstances change the Company may at its complete discretion withdraw such permission.

Employees may not gain any personal advantage or accept any gifts either in cash or in kind through the performance of their duty on behalf of the Company.

**43**

#### **Right of first refusal for postings to other Air Malta bases.**

Whenever Air Malta requires to recruit Flight Crew in bases other than Malta, any vacancies for Flight Crew must first be offered to Malta based pilots. Malta based pilots shall have the right of first refusal to accept the contract Air Malta offers.

Malta based Pilots who are assigned to such contracts will have the right to return to Malta on the conditions of this Agreement on the expiry of the above mentioned contract or the closure of the base.

If more employees than the number Air Malta requires subscribe to the offer than preference will be allocated in the following order:



Crew who have taken up the least number of such offers previously

**Seniority**

A list of all pilots working with the Company in all the Company's Bases shall be forwarded to the union on signing of this agreement.

**44**

**COMPUTATION OF SERVICE**

For the purpose of computing length of service in relation to redundancies, demotions and/or promotions, length of service in the grade of First Officer is determined from the date of appointment as Junior First Officer which will be the date of successful completion of his first phase route check. The length of service in the grade of Captains is determined from the date of appointment as Captains subject to the following rules.

Service with the Company in a higher or equivalent grade counts towards service in a lower grade.

a) When an employee is retained by the Company on extended sick leave, injury or unpaid leave for compassionate reasons or for parental leave or for deployment to other Companies encouraged by the Company, or special unpaid leave as per appendix C, such period shall count for the purpose of computing the total length of service.

The Company shall publish and make available to the Union the seniority lists for Pilots and Captains annually.

If a First Officer is bypassed for promotion to a Captain for any reason other than at his own request or lack of sufficient qualifications established by the Company or has failed to reach the required level of competence or is considered unsuitable for promotion, he will be reinstated in his seniority over less senior First Officers promoted as Captains.

Any period of voluntary interruption of service other than as above shall not be considered as part of the length of service.

**45**


**TERMINATION OF EMPLOYMENT**

**45.1**

**Invalidity**

Employees who as a result of sickness or injury are unable to attend for duty for prolonged periods of time will be requested to attend an internal Medical Board chaired by a medical doctor specialised in aviation medicine. Thereafter the Review Board, acting on the advice of the internal Medical Board may either decide to board out the employee or alternatively request the Insurers to setup their own Medical Board. The decision of the Review Board shall be final.

Employees whose employment is terminated will be entitled to receive all money due from any applicable insurance.



Employees may be offered a suitable job within Air Malta considering the employee's qualifications. The Company and the Union agree to discuss the topic of reinstatement of a pilot who regains his lost aeromedical certificate following loss of employment as a result of this.

**45.2 Retirement**

All employees will retire at the age established statutorily from time to time.

**45.3 Resignation**

A contract of service for an indefinite time may be terminated by giving due notice in writing as set out hereunder by the employee without assigning any reason. Except in cases of just and sufficient cause, the Company may terminate the employment of an employee only on grounds of redundancy.

Notwithstanding any agreement to the contrary, notice of termination of employment proposed by either the employee under a contract of service for an indefinite time, or given by the Company shall be of the following respective duration. If the employee has been in employment with the Company continuously for:

Duration in continuous employment	Notice Period
Over one month but less than six months	One (1) week
Over six months but less than two years	Two (2) weeks
Over two years but less than four years	Four (4) weeks
Over four years but less than seven year	Eight (8) weeks
Over seven years	An additional week for each subsequent year of service up to a maximum of twelve (12) weeks

Or such longer periods as may be agreed by the employer and employee in the case of technical, administrative, executive or managerial posts. The acceptance of the withdrawal of a notice of voluntary resignation will be at the complete discretion of the Company.

**45.4 Redundancy and Demotion (excluding that resulting from disciplinary action)**

In declaring redundancies and/or demotions in a particular grade or grades employees having the least seniority in that particular grade or grades will ordinarily be demoted or discharged first.

However an employee who is being demoted, and who had previously held -on a permanent basis -a post at an equal or lower rate of pay in another grade, may elect to be transferred to such post if he has more seniority in that grade than the employee is being replaced.

Employees under probation will be considered to be in their substantive grade. In the event of a reversal of activities leading to the need for more employees in a particular grade demoted employees shall be promoted to their former post.

Employee made redundant shall have their licence renewed by the Company prior to termination.

Additionally employees made redundant may be re-instated in accordance with the relevant statutory provisions.

**Payments for Redundancies**

In cases of redundancies or abolition of posts or a change in the state of affairs of the Company, discussions should be held between the Company and the Union to reach an agreement on the amount of compensation that the effected employees should receive. This should be additional to any other benefits the employee might be entitled to.

**46 PROTECTION OF CONFIDENTIAL INFORMATION**

Employees must not divulge confidential information or trade secrets to which they have access in the course of their employment to any person, the Press, the broadcasting media or any other Company.

All information relating to the Company, its customers, suppliers, services and work procedures howsoever stored, including computerised data and operating manuals are the property of the Company, and employees must not keep such information nor use it for their own purposes. When employees leave the Company for whatever reason, they must hand back to the Company such information in their possession.

**47 RIGHT OF SEARCH**

The Flight Operations Post Holder or in his absence the Head Aircraft Operations has the right to carry out searches, in a discreet location and in the presence of the respective employee when reasonable suspicion exists.

Any employee found with property which does not belong to him, and for which he cannot give a satisfactory account, will be subject to disciplinary action.

Two handwritten signatures in black ink, one to the left and one to the right, appearing to be initials or names.

All employees are also subject to security checks and searches, which may be carried out from time to time by competent authorities.

**48**      **OBSERVANCE OF SECURITY PROCEDURES**

All employees are required to comply with any security procedures in force or which may be introduced from time to time by the Company, and other competent authorities.

**49**      **GRIEVANCE PROCEDURE**

The objective of this procedure is to establish the means for the speedy settlement of all grievances arising from the employees' relationship with the Company, as well as the application or non-application of this agreement.

Should a grievance arise every effort must be made to settle the matter in accordance with the following procedure:

The employee, with or without a person of his trust who might be a Union representative, should first discuss the grievance with Head Aircraft Operations as soon as is practicable. Should the Head Aircraft Operations be unable to settle the grievance satisfactorily, he must advise the General Manager Flight Operations of the grievance.

The General Manager Flight Operations and the employee - with or without his person of trust/Union representative - will attempt to settle the grievance expeditiously.

Should the General Manager Flight Operations be unable to settle the grievance satisfactorily, he must advise his respective Chief Officer of the matter.

If the Chief Officer and the employee are unable to settle the dispute, the matter must be referred to the Human Resources Department.

Should the grievance remain unresolved, either party may seek alternative avenues of settlement as provided for statutorily, and the situation must revert to its original state.

The assistance given by the Union appointed representative in the settlement of grievances is considered to be a legitimate Union function in conformity with the provisions of Article 3 of this agreement.

**50**      **DISCIPLINE**

**50.1**      **General Principles**

The objective of this procedure is to establish a fair, efficient and consistent means of dealing with employees who fail to maintain acceptable standards of

performance or conduct. Its aim is to encourage employees to improve their performance, rather than punish them. Primarily the Head Aircraft Operations will counsel employees informally in cases where conduct or performance is marginally below standard. However, in more serious cases, or where informal counselling does not achieve the required improvement, the following procedure will be followed consistently with everyone.

## **50.2 DISCIPLINARY PROCEDURE**

A full investigation of the circumstance will be carried out without unreasonable delay by the General Manager Flight Operations.

In case of serious offences the officer in charge of the Human Resource Department in agreement with General Manager Flight Operations and Chief Officer Flight Operations may suspend the employee on half-basic pay during investigation until a disciplinary hearing can be held.

The employee will be notified in writing of the nature of the offence not later than thirty days from the day when the offence was carried out, or from when the offence is brought to Management's notice. This advice must reach the employee at least ten days prior to the date of the hearing together with details of the time, date and place of the hearing. At each stage of the formal procedure the employee shall have the opportunity to state his own case, will be advised of any Company witnesses, has to inform the Company of his witnesses and will have the right, , to be accompanied by his Union representative and/or a person/s of trust. In certain cases and at the complete discretion of the Company, the employee will be given the possibility to have his case heard with urgency. In such cases the period of ten days mentioned above will not apply.

The disciplinary procedure shall be carried out without unreasonable delay, but not in such haste as to prejudice the fair and effective operation of the procedure.

No employee will be dismissed for a first breach of discipline, except in the case of gross wilful misconduct involving a serious offence. See article 29.3.

An employee and the General Manager Flight Operations shall be given an explanation for any disciplinary action taken, together with a copy of the minutes of the Disciplinary Board hearing. The employee has the right to appeal against any such action and be informed of the appeal time limits in accordance with the procedure set out in article 29.4.

Irrespective of the fact that, the same case is before the Courts of Justice or Industrial Tribunal the Company may institute parallel independent proceedings in accordance with this procedure and implement any decision recommended by the Board of Discipline or Board of Appeal, and this without prejudice to all of the employees rights at law.

The investigation of operational incidents and accidents will be carried out by the General Manager Flight Operations in conformity with a procedure agreed between the Company and the Union. (Appendix 2).



The Company and the Union agree to implement Industrial Tribunal decisions within the time period prescribed by the Tribunal.

**51 Offences other than serious offences**

In the event of a breach of the terms and conditions of employment or of Company rules and/or procedures, or of any article of the Collective Agreement or where the employee's performance, conduct, attendance or time-keeping falls below the standard required by the Company, the respective Chief Pilot will hear the case and apply the following procedure:

**51.1 Verbal Warning**

In the event of an offence or the repetition of minor offences a formal verbal warning will be recorded by the respective Head Aircraft Operations.

**51.2 First Written Warning**

In the event of a repetition of the offence, or another disciplinary offence, or if the required improvement is not achieved within the stated timescale, a written warning will be issued by the respective Head Aircraft Operations

**51.3 Final Written Warning**

In the event of a further repetition of the offence, or another disciplinary offence, or if the required improvement is not achieved within the stated timescale, a final written warning will be issued by the respective officer in charge of the Human Resource Department in agreement with the General Manager Flight Operations.

**51.4 Notification of Disciplinary Procedures**

In the event of continued repetition of the offence, or another disciplinary offence, or if the required improvement is not achieved within the stated timescale, the employee will be subject to disciplinary procedures and will be called before a Disciplinary Board by the General Manager Human Resources.

If there is no further offence, or if the required improvement is achieved and maintained, warnings will be disregarded for disciplinary purposes as follows:-

- |                       |                   |
|-----------------------|-------------------|
| Verbal warning        | - after 6 months  |
| Written warning       | - after 12 months |
| Final written warning | - after 24 months |

An employee shall have access to his records. He may write to the Company giving his version of events and this will be kept on his personal file.

Where the disciplinary offence concerns an employee's competence in his job, or where the offence concerns an employee's conduct and there are mitigating circumstances, action taken may include demotion, or suspension without pay,



as an alternative to dismissal. This will depend on the circumstances of each case.

**52**

### **Serious Offences**

Some offences are so serious that an employee may be dismissed for a first offence. These offences involve gross misconduct, inaptitude, or incompetence, which are generally incompatible with the continued relationship of employer and employee. The following list is an indication of some offences, which might fall within this category but is not an exhaustive list.

Charges for serious offences must be investigated by a Board of Discipline made up of one person appointed by the Company after consultation and agreement with the Unions. The disciplinary procedures taken and/or punishment meted will be without prejudice to any legal proceedings the Company or the employee may take to recover any damages sustained.

- Theft of property belonging to the Company, its customers, contractors, suppliers, subsidiaries, another employee or third parties.
- Fraud or falsification of records upon which payments related to Air Malta are calculated (e.g. attendance sheets, expense claims, etc.)
- Fighting, assault or attempted assault on another person.
- Disregard of Company health and safety procedures exposing others to risk, injury or illness.
- Deliberate damage to property belonging to the Company, its customers, suppliers, contractors, subsidiaries, another employee and third parties.
- Serious gross negligence which causes unacceptable loss, damage or injury to the Company, its customers, suppliers, contractors, subsidiaries, another employee and third parties.
- Serious breach of Company and of regulatory bodies' security procedure.
- Refusal to carry out reasonable instructions or serious insubordination.
- Sexual harassment at place of work
- Illegal and unauthorised possession and consumption of alcoholic drinks and drugs at the place of work and illegal possession of firearms at the place of work. This includes occasions when employees attend for duty under the influence of alcohol or prohibited drugs. The Company can make use of scientific methods to determine the condition of the employee as long as the tests are carried out by competent people and are not in breach of local law.
- Serious breach of Occupational Health Authority regulations.



- Failure to notify the Company in the event of loss/withdrawal of driving license, where a license is required in the normal performance of duties.
- Unauthorised possession or use of non standard materials or equipment which could be used to tamper with Air Malta property or goods entrusted to AirMalta by virtue of its business
- Abuse of sick or injury leave or concessions offered by the Company e.g. rebated travel etc
- Disclosure of confidential Company information or false information to any person, to the Press, to the Broadcasting media or another Company;
- Any action amounting to an offence which has a direct bearing on the person's suitability for employment.
- Circulation of anonymous or false information regarding the Company or its employees even if this information is public.
- Repetition of minor offences or failure to improve within the prescribed time limit;
- Abuse of means of Company communication such as post, telephone, fax, telex, e-mail and internet;
- Gross misconduct and/or arrogant behaviour in respect of clients and/or members of the general public whilst on Company Duty ;
- Smoking in a hazardous environment whilst on Duty

The above list is not exhaustive and should include all offences which are considered to be so serious as to prejudice the working relationship between the Company and the employee.

**53**

### Appeals

Appeals have to be submitted in writing to the Human Resources Department within ten days from when the employee is informed of the decision of the Board of Discipline. Appeals will be heard without delay.

The Appeals Board will be composed of three persons, appointed by the Chairman of Company, of which one will be an independent Chairman and another member will be a Director of the Company.

No member of the Board of Appeals can have taken part in the disciplinary process. In case of doubt regarding impartiality of a member(s) of the Appeals Board, the issue has to be raised before commencement of hearing.

The appealing party will be given the opportunity to state its case and may be accompanied by a representative. The appealing party or its representative will be given the opportunity to comment on the decision of the Disciplinary Board before a final decision is taken.

The Appeals Board may confirm or amend the decision of the Disciplinary Board. In the event of an appeal against dismissal being successful, the

employee will be re-instated subject to the conditions made by the Appeals Board.

A full time Company and Union Official or a designated nominee may assist the employee at any part of the appeals procedure.

The employee shall be given a copy of the decision of the Appeals Board.

**54** **REVOCAION OF AIRPORT PASS**

If an employee working within a restricted entry area loses the right to work within that area, the Company shall provide that employee with alternative employment, provided the employee has the skill/competence to perform alternative work that is needed by the Company.

The Company can assign the employee to different duties, in which case, his grade will be adjusted accordingly. However the employee shall retain the same basic pay. If the employee refuses to work in the assigned job he may be dismissed.

**55** **EXCLUSION OF NEW DEMANDS**

No claims for alterations to this agreement shall be made or be supported unless the changes are a result of statutory amendments or essential exigencies of service in accordance with the provisions of article 1.2.

**56** **STATUS OF AGREEMENT**

The Company and the Union hereby affirm that this agreement is a legally binding contract between both parties.

**57** **UNOFFICIAL INDUSTRIAL ACTION**

Employees who take industrial action under their own initiative will be in breach of the provision of this agreement and will be subject to disciplinary procedures as provided in this agreement which may lead to the termination of their employment.

No employee, apart from Union Officials can issue directives to employees to take or not to take any action.

**58** **Emergency Response Ground Duty**

Work done by employees nominated for the Emergency Response Team shall be considered as Office Ground Duty as per article 21.5.



**59**

**Personal Records**

A pilot shall have the right to access and view his personal record/s. He shall also be entitled to add his version of any records thus kept.

**60**

**\*Reduced Hours**

Pilots may request to work on reduced hours. Approval of such requests will be at the sole discretion of the company.

The aim of reduced hours working is to protect the number of days free from work an employee can avail of.

Details of how the reduced hours will operate are to be discussed with the intent of having the best policy in place without delay.



**61**      **Appendix Section**

Appendix A -

**1**            **Inspection Of Data Recorders**

- 1.1**          The Company shall endeavour, when necessary, to make available to the Union all storing and processing of data as made available to the Company.
- 1.2**          For the purpose of this procedure, the term "data recorders" shall be taken to mean all current and future:
- cockpit voice recorders (CVRS);
  - flight data recorders (FDRS);
  - any implement, machine or device which records data or information of any type or nature relating to the performance of an aircraft while under the control of flight crew;
  - Aircraft Integrated Data System (AIDS).
- 1.3**          Subject to the obligations of the Company to comply with applicable Government regulations, data or other information obtained from any type of data recorder (excluding flight data recorders) shall only be used for incident or accident investigation purposes.
- 1.4**          The parties recognise that information from data recorders can be used to enhance flight safety and offer economic savings through preventative maintenance as well as to provide relevant information to assist in accident, incident or reportable occurrence reconstruction. However, it is agreed that information obtained from CVRs will not be used by the Company to monitor individual pilot judgement, ability, performance or technique in operating any aircraft. This does not preclude the use of de identified information in the interest of flight safety in a manner mutually agreeable to the Company and the Union. It is understood that, without prejudice to the legal obligations of the Company, in the event that culpable negligence is suspected, the Company may utilise data from the FDRs or any quick-access recorder, excluding CVR, to assist in the investigation.
- 1.5**          In the event of an accident, incident or reportable occurrences investigation, data retrieved from a CVR shall only be processed initially in the presence of an accredited representative of the Union and/or pilot(s) involved, where available. It shall be the responsibility of the Union to nominate and make permanently available representatives of the Union in whose presence such CVR data shall be processed. Only an independent investigation team as approved between the Company and the Union may be appointed to listen to



any cockpit voice recording. The members of the independent investigation team will normally be appointed by the State of Occurrence and/or the State of Registration in accordance with the jurisdiction as defined in Annex 13 to the Convention on International Civil Aviation. In the event that the Company is permitted to exercise jurisdiction over the processing of CVR data, such information shall be made available only to delegates from the AAIB, to whom the Company will apply for assistance. However, it is understood that the AAIB will proffer investigative services subject to availability of manpower and severity of accident, incident or reportable occurrence. In the event that the AAIB does not provide such assistance or the severity of the accident, incident or reportable occurrence does not warrant the soliciting of the services of the AAIB, Section Head Flight Safety & Standards will appoint personnel suitably qualified in accident investigation to undertake the task of objective investigation, the result of which will be solely to take timely action with a view to enhancing safety.

- 1.6** In the event of an accident, incident or reportable occurrence investigation, the Company and the Union shall not release any data or other information obtained from data recorders, in part or in whole, insofar as it is within the power of the Company and the Union, to either the general public or any news medium or to any person outside the investigation team at any time during the investigation or after it is completed without the prior approval of the Company and the Union as well as either the pilot(s) involved or his (their) estate(s).
- 1.7** Following an accident, incident or reportable occurrence the contents of the CVR shall be made available solely to the investigating team as outline in 1.5 above only if relative to, and necessary for, completion of the investigation. Absolute discretionary use will be made of the CVR data by the investigating team. Non- pertinent CVR information or transcripts thereof will not be release to any party outside the investigating team.
- 1.8** Except as provided for in 1.4 no program to read routinely-recorded information from FDRs, except for maintenance purposes, shall be introduced without effective agreement between the Company and the Union.
- 1.9** The Company shall use its best efforts to ensure the security of all data or other information obtained from data recorders against unauthorised removal and/or playback. It is understood that for maintenance and trouble-shooting purposes the Company's Engineering Department is authorised to remove and play back any aircraft performance data recorder as and when necessary. The outcome of this appraisal shall not be used to implicate any pilot in any inquiry as a result of such a routine engineering procedure.
- 1.10** Where any data recorder, other than that as specified in article 1.9 or a CVR (other than a completely-erased unit) which is still under the jurisdiction of the Company is removed from the aircraft for the purpose of conducting an investigation, immediate notice to the Union and/or pilot(s) involved in the



accident, incident or reportable occurrence shall be given to this effect. The Union binds itself to nominate and make permanently available its representatives to receive such notification. In any event, if the removal of an on-board data recorder does not fall under the jurisdiction of the Company, the Company will endeavour to notify the Union of such an undertaking Any CVR that is removed for maintenance purposes will be erased in situ by the responsible engineering personnel prior to removal.

**1.11** The CVR shall have a means to be erased at the end of each flight and shall be completely erased prior to removal for maintenance purposes. The Captain shall always retain the right to carry out a complete erasure at the end of any incident-free or accident-free flight.

**1.12** If for operational reasons it is deemed necessary to install video recorders or cameras on the flight deck, such recorders or cameras will be installed in such a manner as to exclude the recording of private crew members actions in agreement with.



Appendix B -

**2 Investigations Accidents, Incidents or Reportable Occurrences**

- 2.1** In the case of an accident, incident or reportable occurrence investigation, the flying duties of the crew concerned may be adjusted. This will ensure that all crew members are available for immediate medical examination and to assist the Investigation Officer in his investigation. All adjustments of duties will be confirmed in writing.
- 2.2** Any flight crew member whose roster has been adjusted in the context indicated in 1.1 may be reinstated by Chief Officer Flight Operations. Reinstatement will be without prejudice to any subsequent action which may be taken by the Company
- 2.3** In cases involving aircraft accidents, or serious incidents, a pilot may be invited but will not be compelled to commit himself orally or in writing to officials of the Company for a period of twenty-four (24) hours following the accident, or serious incident, unless he has the opportunity to be represented by the Union or its nominated representative has been afforded the opportunity of a medical examination by a medical examiner approved by the Union or its nominated representative and the Company.
- 2.4** Where the investigation is undertaken by the Company, the officers involved shall make every attempt to issue a final report within three (3) months.
- 2.5** In the event that the accident, incident or reportable occurrence being investigated falls under the jurisdiction of the Company, both the pilots involved and/or the Union shall be provided with a draft copy of the final report. The Union will not hinder the Investigating Officers in their assigned tasks. All objections or queries to this effect shall be addressed to Head of Safety & Compliance. The Company shall provide free transport to and from the scene of an accident, incident or reportable occurrence which is being investigated. The Company shall also provide to the Union full access to all information available to the investigating team.
- 2.6** Throughout the procedure, the pilot/s involved and/or his (their designated representative(s) may, upon request and in conjunction with a designated representative of the Company, review any information contained in his (their) personal files.



**3** Special Unpaid Leave

Crew may be entitled to special unpaid leave according to the special unpaid leave policy below.

KM/HR/PERS/\_\_\_\_\_

Captain/First Officer \_\_\_\_\_

With reference to your application in connection with your release on Special Unpaid Leave (not exceeding six months within any twelve calendar months), we are pleased to inform you that we have acceded to your application on the following conditions:

You shall be released on special unpaid leave, which shall commence on \_\_\_\_\_ 200\_ and shall end on \_\_\_\_\_ 200\_.

- During your special unpaid leave you will retain:
- All insurances as applicable to this current Air Malta - ALPA collective agreement;
- Rebated travel according to the current Air Malta policy;
- Your seniority as specified in the Air Malta-ALPA Captains'/First Officers' seniority list.
- The period of Special Unpaid Leave will continue to contribute for the purpose of the Computation of Service.
- During your special unpaid leave you are to ensure that you keep a valid JAA CPL or ATPL licence with the ratings as when the unpaid leave is granted.
- During your Special Unpaid Leave you will lose all other benefits not indicated in this policy. Furthermore the Company will not be liable to pay any National Insurance Contributions on your behalf.
- During your Special Unpaid Leave you are to ensure that you are available for any licence renewals incumbent from your employment with Air Malta or make arrangements acceptable to Air Malta to fulfil this requirement.
- You are to ensure that your current annual vacation leave days are utilised within the applicable vacation leave period. Any such vacation leave not utilised within the current vacation period will not be carried forward to the next vacation leave period. For the avoidance of doubt this condition is applicable to the current vacation leave entitlement and not to any vacation leave you may have been given permission to carry forward from previous periods.
- If during your special unpaid leave you engage in any flying activities you are to observe all the Flight Time Limitations as imposed by the Air Malta



**'A' Manual section 7 and must ensure that you do not fly more than an average of 80 hours per calendar month of unpaid leave.**

- **If you fly more than the average of 80 hours per month and if on your return to Air Malta, Air Malta is unable to make full use of your services according to the Air Malta - ALPA Malta agreement then Air Malta reserves the right to reduce your benefits including your Basic salary until you can again provide full service to Air Malta.**

**You are kindly requested to signify your understanding and acceptance of the above by signing the duplicate of this letter.**

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**Chief Officer Organisation Development**

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**Captain / First Officer**

**c.c. Chief Officer Flight Operations**



**Appendix D - COMPULSORY PRIVATE CONCILIATION & COMPULSORY PRIVATE ARBITRATION AS DESCRIBED SETTLEMENT OF DISPUTES**

**4 Compulsory Private Conciliation**

**4.1 Referral**

Either the Company or the Union may give notice in writing to the other party of its intention to refer a dispute for Compulsory Private Conciliation. In such a case attendance at conciliation is compulsory for both the Company and the Union.

In so doing the party giving notice shall propose two dates, appropriate times and venue for a meeting to be held for the selection of the Conciliator. The party receiving the notice shall have three clear days to confirm in writing whether any of the proposed dates, times and venue are acceptable or to propose any other agreeable schedule. Where the party receiving the notice fails to reply as aforesaid, the meeting shall be held on the day, time and place first appearing in the notice and failure of appearance by the receiving party shall be deemed as refusal to attend.

**4.2 Appointment of Conciliator**

The Company and the Union shall meet as aforesaid for the purpose of appointing a Conciliator and shall draft a joint letter to the Conciliator advising him of the joint nomination and inviting him to accept the nomination. On acceptance by the Conciliator the parties shall again write jointly to the Conciliator outlining the dispute to be decided upon. Where the parties fail to agree on the appointment of a Conciliator, or where one of the parties fails to appear as mentioned in 1.1, either party may give notice to the other party of its intention to refer the matter for compulsory private arbitration as provided in clause 2.1.

A party refusing to accept the nomination of a conciliator need not give any reason for refusal thereof.

No party may communicate with the Conciliator except by a joint letter or note or a letter or note copied to the other party.

**4.3 Procedure**

Upon receipt of acceptance of the nomination by the Conciliator, the party referring the dispute shall, within five days, submit its claim in writing to the Conciliator, copied to the other party which shall have two days to reply thereto with a copy to the referring party.

When the Conciliator shall have received the above claim and reply, he shall convene a meeting between both parties, record the meeting by the taking of minutes and shall record the outcome in writing to be communicated to all parties whether such be an agreement or disagreement between the parties. If an agreement is reached such agreement will be binding on both parties.



However, if either party declares that it is unable to reach an agreement, the Conciliator's appointment will come to an end.

#### **4.4 Expenses**

All expenses pertaining to the appointment of the Conciliator shall be shared equally by both parties.

### **5 Compulsory Private Arbitration**

#### **5.1 Referral**

Either the Company or the Union may give notice in writing to the other party of its intention to refer a dispute for Compulsory Private Arbitration only after the exhaustion of the Compulsory Private Conciliation procedure. In such a case attendance is compulsory for both the Company and the Union.

In so doing the party giving notice shall propose two dates, appropriate times and venue for a meeting to be held for the selection of the Arbitration Panel members. The party receiving the notice shall have three clear days to confirm in writing whether any of the proposed dates, times and venue are acceptable or to propose any other agreeable schedule.

#### **5.2 Appointment of Arbitration Panel**

The Arbitration Panel shall be made up of a member nominated by the Company, a member nominated by the Union and a Chairman appointed by the two members.

The Company and the Union may, by mutual consent, submit any matter to a single arbitrator for determination in accordance with the provisions of this Arbitration section.

No party may communicate with the Arbitration panel members except by a joint letter or note or a letter or note copied to the other party.

In the event that a member of the Arbitration Panel resigns, dies or otherwise is unable to remain a member of the panel, the party who appointed him or, in the case of the Chairman, the other two appointees, shall replace the said member as soon as possible in the same manner as set out herein above. Once the Arbitration Panel has been re-constituted the dispute shall at the discretion of the Arbitration Panel as re-constituted continue to be heard or heard anew.

#### **5.3 Procedure**

The Panel shall conduct the proceedings of this Arbitration in accordance with the law relating to arbitration in Malta and this under the auspices of the Malta Arbitration Centre.

As to all matters of substantive law the Arbitration Panel shall apply the Law of Malta.



During the course of the proceedings either party may be assisted by a person or persons of its choice.

The Arbitration Panel shall at its discretion record the proceedings and if recorded have them transcribed and submitted to both parties.

**5.4 Function of the Arbitration Panel**

The Arbitration Panel will hold private sittings in an agreed venue and during times and on dates mutually acceptable to both parties provided that in the event that the parties are unable to come to an agreement on times and dates within a reasonable time as determined by the Arbitration Panel the Arbitration Panel shall establish same and notify the parties accordingly.

The Arbitration Panel will be required to give an award on the dispute (including whether a matter is susceptible to arbitration or not) which shall be binding on both parties and not subject to appeal in any Tribunal or Court of Law. The Arbitration Panel shall not have the power to alter, amend or modify any of the provisions of the Industrial Agreement in force at the time or to make any decisions inconsistent with the terms and provisions of the Industrial Agreement in force at the time.

Each member of the Arbitration Panel shall have one vote on the matter in dispute and decisions of the Arbitration Panel shall be taken on the basis of a simple majority.

**5.5 Costs**

The parties shall bear their own costs with regard to their own legal advisors. Further costs shall be determined by the Arbitration Panel.



**6**      **\*Vacation Leave policy**

**Leave Year:**

Further to Collective Agreement clause 16.1 the Leave Year for pilots is set from 1st April to the 31st March or as otherwise stipulated by the Company.

**Minimum Monthly leave days:**

Air Malta will allocate minimum monthly guaranteed leave days throughout the year. These guaranteed minimum monthly leave days will be equivalent to 7 leave days per pilot for every 4 month period.

**Application for Leave and Leave Plan:**

Employees shall submit their leave plan at least 2 months before the beginning of the leave year. Each employee must submit a plan of all the entitled leave with the option of leaving 4 days of leave to be taken ad hoc. The Four optional leave days must be taken by latest the last 3 months of the year and will be reduced proportionately during the last months of the leave years as to read zero by the end of the leave year. Optional Leave days remaining will always reflect, as a minimum, the number of months remaining to the end of the leave year.

**Allocation principle:**

The method used to allocate leave will be that of a point system, whereby points will be allocated for all leave days confirmed during the years. The employee/s with the least points will be given priority when allocating leave.

**Pre-notice:**

The Allocation of the guaranteed leave days will be effected Three (3) months before the month in which the leave is requested. Should a person with fewer points apply within the subsequent months, he will not be given priority over those pilots who would have applied prior the three month time frame.



Leave days in excess of those guaranteed by the Company can be confirmed at least 2 months prior to the issue of the roster in which the leave is requested. If any requested Leave is not granted, the crew will be asked to resubmit a plan for the leave before being given company allocated leave. If the crew does not reply within 7 days of notification the company may allocate the leave according to company exigencies. In exceptional circumstances, approved vacation leave may be cancelled by Air Malta taking into consideration any commitments by the employee. Such leave can be cancelled only after an average of 3 denied off days would have been given to each pilot in rank and excluding any management pilots in the total number of pilots. During Industrial action or when restrictive practices are in force by the Union the Company reserves the right to cancel any pre-allocated leave.

**Equal points:**

When two or more crew have the same amount of points the method of allocation will be that of seniority in the rank.

**Leave that overlaps over 2 months:**

When a continuous leave slot is spread over two months the factor which will determine whether the person involved will be allocated leave (as per point system) will be based on the month with the largest amount of leave requested.

**Limits:**

During the months of July, August and September one cannot apply for more than 21 continuous leave days.

**Company Allocated Leave:**

Pilots who do not submit their leave plan within the stipulated time window may have their annual leave allocated by the company.

Company allocated leave of more than three days must be allocated 1 month prior to the issue of the roster. Company allocated leave of 3 days or less have to be allocated prior to the issue of the roster as per Collective Agreement. The method of allocating company allocated leave will be as follows:



Air Malta will allocate "company allocated leave" (leave that has not been applied for within the applicable leave year) to those pilots having the least balances of utilized leave days in the following order.

1. The balance brought forward leave in terms of the law
2. The mandatory 12 days of the year
3. The remaining 12 days of the year

Company Allocated leave will only be credited with a maximum of 36 days total leave days within that leave year.

**Guaranteed Leave:**

The company will confirm guaranteed leave days 3 months before the month that the leave comes in force. Leave applications will be processed and published on line within two working days. This allows crew to monitor their priority within the system. As soon as the leave becomes approved, this will be indicated on line for all crew to see.

**Change of planned leave:**

In agreement with the Company, Crew may change allocated leave at any time prior to issuing the roster; however the points will remain allocated as per the original plan. In addition points will be credited for the days that the leave is actually taken.

**Exceptions:**

Special Leave taken as per clause 17 of the collective agreement will not accumulate points however such leave will not be considered as part of the minimum guaranteed leave days.

New crew or crew returning from unpaid leave will automatically be awarded the average points accumulated by other crew in their respective rank. For avoidance of doubt unpaid leave is considered leave in excess of 4 months.

The running totals of points will take into account the last 8 years prior to beginning of the leave year in question. Year (1) will be Leave year

2011 – 2012.

The allocation shall continue to follow the criteria as per current procedures however points will be allocated as per Chart below.



**Validity:**

This vacation leave policy shall remain valid for the period of this collective agreement.





Signed on behalf of  
Air Malta plc



Mr. Peter Davies  
Chief Executive Officer

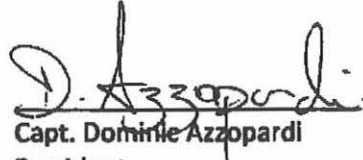


Capt. Mark Micallef Eynaud  
Chief Officer Flight Operations



Mr. Joshua Zammit  
Chief Officer  
Organisation Development

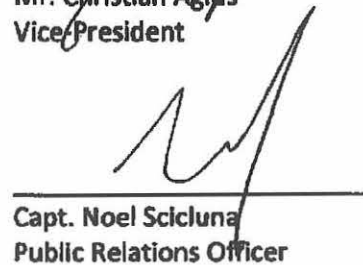
Signed on behalf of  
ALPA (Malta)



Capt. Dominik Azzopardi  
President



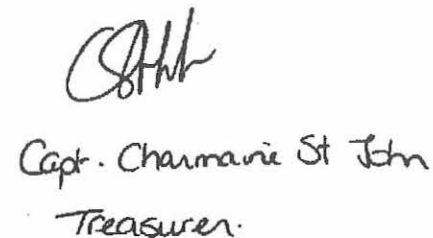
Mr. Christian Agius  
Vice-President



Capt. Noel Scicluna  
Public Relations Officer



Capt. Chris Vella  
Secretary



Capt. Charmaine St John  
Treasurer