



# COLLECTIVE WORK AGREEMENTS 2023-2027

**Consolidated Version** 

#### About this consolidated version

On 22 December 2023 two separate Collective Work Agreements (CWA) have been signed by Cargolux Management and the Unions LCGB and OGBL.

The only differences between the two signed agreements are Article 3 covering the duration of each agreement, the agreed salary increases and the resulting Salary Scales.

This consolidated version of both CWA is based on the CWA signed for the period 01 January 2023 to 31 August 2024, the "2023-2024 CWA". For the ease of use, only those articles that differ between the "2023-2024 CWA" and the second CWA which has been signed for the period 01 September 2024 to 31 August 2027, the "2024-2027 CWA" have been incorporated in this consolidated version.

The amended Articles are marked as shown below. As of 01 September 2024 this text will be applicable, replacing the text of the same Article in the "2023-2024 CWA".

# 2024-2027 CWA

The Salary Scales for the "2024-2027 CWA" are attached in Part VI of the "2023-2024 CWA" and are marked as shown below, indicating the date the scale becomes effective.

# Scale in EURO as of 01.09.2025

In addition to the two CWA signed on 22 December 2023 two separate Protocols have been signed. Each is related to the associated CWA, clarifying how or as of when some of the items agreed in the CWA will be applicable.

#### Foreword

This document contains the consolidated version of the two Collective Work Agreements (CWA) for the employees of Cargolux Airlines Int'l. S.A. covering the period 01 January 2023 to 31 August 2027.

Both CWA are the result of long and intense negotiations, which resulted in the first strike in the history of Cargolux. Finally, Unions and Management met on the third day of the industrial action to find an agreement on the outstanding claims and to stop the social dispute. One improvement is a salary increase of 2.5 % already implemented as of 01 September 2023. The other negotiated topics are applicable with immediate effect or after an agreed and defined implementation phase.

Latest on 30 November 2024, all required technical changes to realize the newly agreed bidding options in the PBS will be implemented. We expect that these changes will significantly improve the bidding success rate and allow pilots to indicate more accurately what they are actually requesting for.

To foster job security and avoid outsourcing in the future like we have seen in 2015, the cap of four aircraft for Cargolux Italia remains. It is now clarified that all Cargolux aircraft on its Luxembourgish AOC will be operated by Pilots on the Seniority List in accordance with the terms of this CWA and that newly purchased aircraft will be used to replace the B747-400F fleet currently operated by Cargolux and Cargolux Italia.

A new article governs the replacement of company aircraft in the future and how these aircraft will be crewed. This will ensure a transparent transition of pilots onto a new fleet. For the first time there will be an article how redundancy of pilots will be handled, should it ever become necessary to reduce the number of active Pilots.

As of 01 January 2024, Pilots will receive an additional compensation day for medical appointments and administrative tasks. The rules for scheduling the compensation days will be slightly amended in this context. Additionally, some changes in the text to add clarity and transparency concerning i.e. part time contracts, vaccinations, inflight rest, reserve notification or loss of medical fitness have been agreed upon.

Further improvements are the financial compensation that will be paid in case of a "Delayed arrival at Home Base" between 00:01 and 06:00 LT, the increase of the night supplement from 25% to 30% and a new text to strengthen the position of the Hotel Committee.

On request of Management the reimbursement of cost for eyeglasses changed from a yearly entitlement to every two years but with 200€ for the frame and no cap for the lenses. A pro rata reduction of Off-Days in case of retirement, unpaid leave or resignation, if event date is not the 1st of a month will be applicable as of 01 January 2024.

In addition to the above Pilots will receive a 1% salary increase effective 01 September in 2024, 2025 and 2026. Together with the index increase this constitutes an improvement of financial compensation. A new article to ensure an equal treatment for all employees and to guarantee a protection against inflation in the event of a legal cap on the index or on the introduction by law of a degressive indexation system has been added.

The various "Amendments to the CWA" signed between 2019 and 2022, have been implemented. The proper application of the CWA in the daily operation will hopefully foster trust and enable a productive cooperation in the future.

In case you should have any question regarding this CWA, please do not hesitate to get in touch with your ALPL Divisional Board.

Luxembourg, December 2023



# COLLECTIVE WORK AGREEMENT

2023-2024

# COLLECTIVE WORK AGREEMENT 2023-2024

Between the company

# Cargolux Airlines International S.A.

represented by

Mr Richard FORSON

PRESIDENT and CEO

and

Ms Elisabeth Conrad von Konradsheim

**VP Human Resources** 

on one side

# and the Unions

#### **LCGB**

represented by

Mr Paul DE ARAUJO

and

# **OGBL**

represented by

Ms Michelle CLOOS

on the other side

The following Collective Work Agreement has been concluded on 22 December 2023.

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#### PART 0. INTRODUCTION

# Art. 1. OBJECTIVE

- **1.1.** The objective of this Collective Work Agreement (hereafter the "CWA") is to regulate the labour relations and the general working conditions at Cargolux Airlines International S.A. (hereafter "Cargolux" or the "Company") in order to promote a favourable social climate within the Company.
- **1.2.** This CWA records the agreement between the Unions LCGB, OGBL on one side and the Company on the other side (altogether, the "Parties") on all articles mentioned in this CWA for the period during which this CWA is applicable. During the period this CWA is in effect, the Parties and those persons they represent (the Employees), will refrain from re-opening or contesting any of the points that were raised during the negotiations that took place prior to the signature of this CWA except in case of exceptional circumstances as explained in Article **1.3.** here below. Also, the Parties agree to apply Article L.162-11. of the Labour Code on Collective Work Agreements, i.e., to refrain from any act that may compromise the loyal application of this CWA and from any strike and/or lock-out measure during the validity of the present document.
- **1.3.** The Parties recognize that the Company is operating in a cyclical and seasonal industry, in an increasingly difficult competitive environment. Additionally, during the CWA period, the Company may face significant financial obligations related to committed investments necessary for the future development of the Company (such as the acquisition of new aircraft). If circumstances should warrant, the Parties agree to negotiate in good faith in view of adapting the CWA provisions to the change in circumstances. Any such review could include the working conditions and remuneration package foreseen hereafter.

# **Art. 2. EMPLOYEES COVERED**

**2.1.** The CWA shall apply to all staff members being "salariés" (as defined by the Labour Code) and working for and appointed by Cargolux and being permanently based in Luxembourg with the exception of "cadres supérieurs" as defined in Article L.162-08.(3) of the Labour Code (hereinafter "Exempt Employees"), students and apprentices.

Exempt Employees entail the following functions:

Assistant to Manager/ Deputy Manager

Auditor

**Business Analyst** 

Chief Officer

Compliance Officer

Counsel/Advisor

Developer

Director

**Executive Vice-President** 

Executive

General Foreman / Team Lead

Head of ...

HR Business Partner

Lead Engineer, Senior Engineer & Engineer

President-Chief Executive

Product owner

Sr IT Architect and IT Architect

Sr Manager & Manager

Sr Specialist & Specialist

Sr Vice-President & Vice-President

(...)

Employees who do not have a managerial function but are qualified as "Exempt Employees" because they are able to exercise effective decision power or whose nature of the tasks involves a certain level of authority (who by virtue of their wide professional experience or their highly specialized qualifications act in advisory or supervisory capacity) in accordance with Article L.162-8 of the Labor Code.

A promotion to Manager or Exempt Employee can only be made with the agreement of the Employee.

- **2.2.** The term Employee will be used to cover the Cargolux staff governed by this CWA, as per the present article, and shall refer indistinctively to Ground Staff and Pilots.
- **2.3.** The CWA shall also apply to Employees detached for less than three weeks to a Cargolux station. A detachment for more than three weeks may be governed differently and deviate from this CWA subject to mutual agreement between the individual Employee and the Company for the detachment time period.

#### Art. 3. DURATION

- **3.1.** The CWA is concluded for a period beginning on 01 January 2023 and ending on 31 August 2024.
- **3.2.** In parallel to signing this CWA, the Parties are signing another CWA, which shall be effective for a period of three (3) years starting 01 September 2024 and ending 31 August 2027 (the "2024-2027 CWA"). Therefore, in recognition of their intention to transition to the 2024-2027 CWA immediately after the expiry of the present CWA, the Parties agree not to exercise their right of repudiation of the present CWA, notwithstanding the provisions of Article L.162-10 of the Labour Code.

#### 2024-2027 CWA

#### Art. 3. DURATION

- **3.1.** The CWA is concluded for a period beginning on 01 September 2024 and ending on 31 August 2027.
- **3.2.** Pursuant to Article L.162-10. of the Labour Code on collective labour relations, the present CWA may be repudiated ("dénonciation") by one of the Parties by giving 3 months' prior written notice to the other. The Parties will start negotiations latest 30 days following the repudiation. The repudiated CWA shall continue to govern the relations between the Parties until the earliest of the date of signature of a new Collective Work Agreement or until the date specified in Article L.162-10. (2) of the Labour Code.
- **3.3** If the present CWA is not repudiated, it shall be renewed for an undetermined period of time, and Article L.162-10. (3) of the Labour Code shall apply, whereby the present CWA may be repudiated with 3 months' written notice given by any Party at any time. The repudiated CWA shall continue to govern the relations between the Parties until the date foreseen as per the last sentence of Article 3.3.
- **3.4.** The Parties may decide by common agreement, and pursuant to Article L.162-10. (4) of the Labour Code or in application of Article 1.3. above, to renegotiate a part or the whole of the present CWA.

# **Art. 4. INTERPRETATION**

- 4.1. The CWA was negotiated and signed in English.
- **4.2.** Luxembourg law, and in particular the Labour Code, apply to all matters concerning the labour relationship between Employees and the Company not addressed herein.
- **4.3.** Any reference to any particular law (including a particular article of such law) shall be construed to refer to any subsequent amendments of that law (and that article).
- **4.4.** Any reference to the "law" shall mean reference to the Luxembourg legislation as applicable at a particular moment, and as applicable to the relevant subject matter.
- **4.5.** In case of a change in the applicable legislation, which renders a particular provision of this CWA obsolete or illegal, such provision shall be void, and the Parties agree to apply the procedure foreseen by Article 3.5 hereof and negotiate a new wording for the CWA. Notwithstanding the foregoing sentence, all provisions of this CWA which have not been voided or declared illegal shall continue to apply.

**4.6.** Part I of this CWA applies to all Employees (the "Common conditions of employment applicable to all Employees"). Special provisions apply only to Ground Staff and are set forth in Part II A (the "Ground Staff special conditions"). Other special provisions apply only to Pilots and are set forth in Part II B (the "Pilots special conditions" and, together with the Ground Staff special conditions, collectively, the "Special Conditions").

In case of conflict between the common provisions and the Special Conditions, the latter shall prevail.

- **4.7.** In case of grievance, the Employee may choose to be represented or assisted at all stages of the procedure by a member of his Union or Delegation or a Cargolux Employee of his choice.
- **4.8.** All capitalized terms used herein shall have the meanings given to them in Part III "Definitions", except if defined elsewhere in this CWA.
- **4.9.** Words, regardless of the gender specifically used, shall be construed to include any other gender, masculine, feminine, or neuter, as the context requires.

#### Art. 5. ROLE OF STAFF REPRESENTATIVES

# 5.1. General principles

As a general principle, disputes or issues arising in the relationship between a particular Employee and the Company are first to be raised by the Employee with his Head of Department. Both the Employee and the Head of Department shall use their best efforts to find a solution. If no satisfactory solution can be found, the issues shall be escalated to the next hierarchical levels in the Company and/or raised with the Delegation and/or the Joint Committee (as per Article 5.4 hereunder).

#### 5.2. Delegation

The Employees of the Company are represented by the Staff Delegation (the "Delegation") as provided for by the Labour Code. For all purposes of communications relating to this CWA, any reference to the "Delegation" shall mean the Delegation President.

# 5.3. Pilot Representatives

Cargolux acknowledges the Pilot Representatives as a discussion partner for Pilot related matters. The Delegation will present in January each year a list of Pilot Representatives, chosen among Cargolux Pilots, to the Company. This list can be amended as necessary. In order to achieve continuous operational flexibility, a working dialogue will be maintained between the Company and the Pilot Representatives.

In particular, the Company shall discuss with the Pilot Representatives any Company project that could affect their working / rest environment, quality of life or health. The Pilot Representatives will meet on a regular basis with the Chief Pilot to discuss Pilot related items. Any decisions taken between Cargolux and / or the Chief Pilot, as the case may be, and the Pilot Representatives on day-to-day Pilot related matters will be put forward to the Delegation for their approval. The Delegation's approval will be provided in writing to the Company.

A designated Pilot Representative will be part of the Fatigue Safety Action Group ("FSAG") and invited to attend FSAG meetings. One substitute Pilot Representative will be designated in order to attend FSAG meetings in case of absence of the designated Pilot Representative. To

avoid a conflict of roles (safety vs. working conditions), this Pilot Representative and his substitute shall not have any non-safety related responsibilities in their functions as Pilot Representative.

# 5.3.1. Pilot Off-Day pool

To underscore the Parties' commitment to collaborative engagement, a Pilot Off-Day Pool scheme is maintained, which allows each Pilot at his own discretion to donate days to the Pilot Representatives and individual Pilots nominated by Pilot Representatives. This scheme should not result in a net annual reduction of crew availability.

The Pilot Representatives will contact the Pilots and collect days from the pilot community for this purpose and communicate that information to Crew Planning. A single nominated Pilot Representative and deputy will be named for interactions with the Company relating to this scheme

A Pilot may donate Off-Days, owed Off-Days, Vacation Days and owed Vacation Days. Crew Planning will clearly indicate on the Pilot's Roster when donated days are being deducted. It is not necessary that deductions directly coincide with usage dates by Pilot Representatives.

# 5.3.2. Usage of PODays

Days available in the Pilot Off-Day Pool are hereafter referred to as PODays and will be managed solely by, and at full discretion of, the Pilot Representatives. Allocation of PODays to individual Pilots requires a sufficient accumulated number of donated days by Pilots of equal rank to cover the request. PODays will not be counted as Duty but could be considered as official capacity at the Company's discretion.

Request for allocation of PODays shall be made before the PBS bidding deadline. Allocation is guided by seasonal consideration with the most sensitive periods understood to be the months of July and August, October, November, December and the time between 01 and 07 January are hereafter referred to as peak period.

When donated Off-Days are used to cover PODay requests during peak period, allocation is granted on Company discretion. The aforementioned limitation does not apply to donated owed Off-Days. Requests outside of peak period will be granted. The same applies when donated Vacation Days are used with an additional requirement that vacation slots must be available in order to honour the request.

A maximum of 8 PODays can be allocated in one Roster Period and divided between a maximum of 3 Pilots and cannot conflict with Rotations after Roster publication. Any 2 blocks of PODays shall be separated by at least 7 days and should not result in gaps that cannot be filled with a Duty or block of Off-Days.

Advance requests for the next calendar year where donated Vacation Days are to be used can be made before the end of the first round of the vacation bidding, however, in order to respect the seniority based vacation system and maximize summer vacation slots for Pilots, PODays requested in peak period will be granted on Company discretion.

#### 5.4. Establishment of Joint Committee to the Collective Work Agreement

A joint committee, composed of up to 7 members on each side, shall be set up by the Parties. Employee representatives are appointed by the Unions.

The committee's mission will be:

- 5.4.1. monitoring the execution of the CWA;
- **5.4.2.** the interpretation of the texts of the CWA in the event of a dispute;
- **5.4.3.** a thorough examination of any issue that has not been resolved at the level of the Delegation. This step will, in particular, be preliminary to possible conciliation procedures;
- **5.4.4.** to deliberate on problems raised by the application of the CWA and, if necessary, to make proposals on future collective work agreements;
- **5.4.5.** the in-depth study of all issues that have not been satisfactorily resolved at the time of the conclusion of this agreement with a view to their consideration at the next renewal;
- **5.4.6.** the development of proposals for the definition of the long-term objectives of the agreements to be concluded between the Parties and procedures for achieving them;

The committee shall meet within a maximum period of 4 weeks after written notice has been given by one of the Parties, provided that the matter remains unresolved after having been raised at a Delegation meeting with the Company's management. Requests to convene a meeting must be accompanied by an agenda and explicit documentation on the items to be discussed.

Matters relating to items 5.4.5 and 5.4.6 above proposed by the Delegation shall be submitted to the Joint Committee.

In accordance with the above provisions, the Parties agree to work in good faith to identify the concerns arising from the current salary scale application, with the purpose to further investigate any workable solution that the Parties could agree upon to address those issues.

# 5.5. Mediation

If no agreement can be found between the Employees / the Delegation and the Company, the Parties hereto agree to follow in good faith the mediation procedure established by Article L.414-12 and L.417-3 of the Labour Code.

#### Art. 6. NOTIFICATION

All notifications under this CWA and in particular all correspondence relating to divergences in interpretation (disputes) shall, except if specifically otherwise indicated herein, be made in writing to the following addressees:

if to the Company:

Head of Human Resources CARGOLUX AIRLINES INTERNATIONAL S.A. Luxembourg Airport L-2990 Luxembourg

if to the Unions:

LCGB 11, rue du Commerce B.P. 1208 L-1012 Luxembourg

OGBL 60, boulevard J.F. Kennedy B.P. 149 L-4002 Esch-sur-Alzette

#### Art. 7. CONTENTS

In addition to this Introductory Part, this CWA comprises the following parts:

Part I: Common conditions of employment applicable to all Employees

Part II A: Ground Staff special conditions

Part II B: Pilots special conditions

Part III: Definitions

Part IV: Job classification and career paths

Part V: Process in case of unsatisfactory recurrent simulator session

Part VI: Salary scales

#### PART I. COMMON CONDITIONS OF EMPLOYMENT APPLICABLE TO ALL EMPLOYEES

#### Art. 8. EMPLOYMENT CONTRACT

#### 8.1. Duration of contract

The employment contract shall be either for a definite/temporary (*contrat à durée déterminée*) or for an indefinite (*contrat à durée indéterminée*) period of time, as per conditions provided for amongst others in Book I, Title II of the Labour Code on labour contracts.

#### 8.2. Contents of the contract

The employment contract shall be drafted as per, and contain all the information required by, Book I, Title II of the Labour Code and in particular Article L.121-4. thereof or specifically refer to the provisions of the relevant article of the CWA.

In addition to the initial salary, the employment contract shall mention the salary category and Time Unit level as per the Salary Scales in Part VI.

# 8.3. Job assignment

In the best interest of the Company's organisation of workload, the Company may assign the Employee to another position, workplace or Department than the one the Employee was initially hired for and may even assign him to a place abroad as provided in Article 2.3 above, as long as such duty involves a comparable level of responsibility, that due notice and consultation takes place between the Employee and the Company, that the assignment is not more than for 3 months, and that there is no negative impact on the salary.

# 8.4. Trial period

A trial period for a duration as provided for by Articles L.122-11. and L.121-5. of the Labour Code may be agreed upon between the Employee and the Company.

#### Art. 9. TERMINATION OF EMPLOYMENT CONTRACT

The employment contract ends by any of the following events:

- termination by mutual agreement;
- expiry of contract term (in case of employment contract for a definite period);
- Employee reaching legal retirement age, allotment to the Employee of a disability pension;
- resignation of the Employee;
- death of the Employee;
- long term sick leave within the terms provided by the Labour Code;
- termination by the Company as per following paragraphs;
- any other event foreseen by the law.

# 9.1. Termination procedure

The Company may terminate the employment contract as per Book I, Title II of the Labour Code (in particular Articles L.124-1. and L.124-10. thereof), either with immediate effect and without notice (*préavis*) for serious cause (*motif grave*, as per Article L.124-10. of the Labour Code) or by written notice (Article L.124-1. of the Labour Code) for other causes.

# 9.2. Termination indemnity

The termination indemnity (*indemnité de départ*) provided for in Article L.124-7. of the Labour Code will be paid as follows.

# 9.2.1. Termination indemnity as foreseen by law

- 1 month pay after 5 years of service;
- 2 months' pay after 10 years of service;
- 3 months' pay after 15 years of service;
- 6 months' pay after 20 years of service;
- 9 months' pay after 25 years of service;
- 12 months' pay after 30 years of service.

# 9.2.2. Additional termination indemnity

In case of collective lay-offs for economic reasons, as defined by Articles L.166-1. and following of the Labour Code, an additional termination indemnity equivalent to 1 month of gross salary will be paid to an Employee with less than 15 years of service with Cargolux at the date of the notification of termination, and of 3 months of gross salary to an Employee with over 15 years of service with Cargolux at the date of the notification of his termination.

#### 9.3. Unfair dismissal

In case the termination of an employment contract is declared unfair by the competent labour court pursuant to Article L.124-12. of the Labour Code, the concerned Employee can choose to either be reinstated in his original position or to be paid the indemnities decided upon by the labour court.

In case the main reason for the termination was sexual and/or moral harassment, discrimination, moral and/or physical violence, the Company may reinstate the Employee in a different Department at an equivalent position with the same level of remuneration, benefits, and seniority as before the unfair dismissal.

Such reintegration shall in no way apply in case previously said facts are subject to a pending criminal or civil court decision, or under the investigation of authorities.

# 9.4 Resignation of the Employee

The Employee may terminate his employment contract with the Company under the provisions foreseen by the Labour Code (in particular Article L.124-4.).

The Employee must respect the notice period set out in the Labour Code, which is currently as follows:

- In case the Employee has less than 5 years seniority with the Company, the applicable notice period is 1 month.
- In case the Employee has accumulated at least 5 years but less than 10 years seniority, the applicable notice period is 2 months.
- In case the Employee has accumulated more than 10 years seniority, the applicable notice period is 3 months.

The notice period starts on the 1<sup>st</sup> or on the 15<sup>th</sup> day of the month following the notification of the termination.

#### Art. 10. GENERAL DUTIES AND OBLIGATIONS OF EMPLOYEES

- **10.1.** Except as provided otherwise for Employees working under the Flextime Rules under Article **20.3** no absence during mandatory working hours shall be permitted without the prior consent of the Employee's supervisor/superior.
- **10.2.** The Employee shall be bound to observe strict professional secrecy at all times.
- **10.3.** Each Employee shall conduct himself, both at work and outside, in a manner which will not harm the interests of Cargolux.
- **10.4.** While under employment contract with the Company, no Employee may pursue paid employment or paid activity (regardless of the duration thereof) nor become an officer or director of another company, without the previous written consent of the Company.
- **10.5.** The Employee shall observe all internal rules, regulations and policies, and shall attend all mandatory trainings requested by the Company.

#### Art. 11. GENERAL DUTIES AND OBLIGATIONS OF CARGOLUX

**11.1.** The Company shall give proper instructions to Employees to perform their work.

# 11.2. Job Security

**11.2.1.** The Company will use its best efforts to keep the overall level of Employees constant throughout the duration of this CWA.

The Company shall not contract out work when such contracting out directly results in a reduction of the number of Employees covered by this Agreement at the signature date of this CWA.

- **11.2.2.** A-checks and base maintenance up to and including C-checks on aircraft and work on aircraft components for aircraft operated by the Company, to the extent performed by Employees of the Company at the date of signing of this CWA, shall continue to be performed by the Employees of the Company, except in cases where such work falls outside the capability scope of the Company's Maintenance division or cannot be performed in-house due to insufficient capacity. In the case of an unexpected AOG or any other unforeseen situation due to circumstances outside the Company's reasonable control, the Company may temporarily deviate from these provisions on a case-by-case basis.
- **11.2.3.** The Company may return aircraft components, equipment, parts or assemblies to the manufacturer or to an approved repair station for repair or replacement that fall outside the

capability scope of Company's Maintenance division or where such work cannot be performed in-house due to insufficient capacity.

- **11.2.4.** The above restrictions shall not apply in cases of AOG or other unforeseen situations due to circumstances outside the Company's reasonable control. In such cases, the Company may deviate from the provisions set out herein on a case-by-case basis.
- **11.2.5.** The Company commits that all aircraft on its Luxembourgish Air Operator Certificate shall be operated by Pilots on the Seniority List in accordance with the terms of this CWA.

The Company entered into a purchase agreement for 10 B777-8F's with an option for a further 6 aircraft. These aircraft will be used to replace the B747-400F fleet currently operated by Cargolux and Cargolux Italia.

For the duration of this CWA, the Company commits, unless otherwise agreed by the Parties, to limiting the number of aircraft operated by Cargolux Italia S.p.A. ("Cargolux Italia") to 4 fully dedicated aircraft duly registered on the Air Operator Certificate of Cargolux Italia.

- **11.2.6.** If collective layoffs for economic reasons become necessary, the provisions of the law and of this CWA (in particular Article 9.2.2) shall apply.
- **11.2.7.** The ultimate responsibility for deciding on the size of the workforce remains with Cargolux, but, before any decision on staff reduction is taken, there will be consultation with the Delegation. In such a case and bearing Cargolux' above responsibility in mind, Cargolux shall consider steps to avert or minimize reductions of workforce by the adoption of appropriate measures such as:
- a) limitation on recruitment;
- b) restriction on overtime work:
- c) restriction on work on Sundays, legal holidays, and similar non-working days;
- d) reduction in number of shifts or days worked per week;
- reduction in the number of hours of work, coupled with a subsequent reduction of salary;
- f) re-training and/or transfer to other Departments/position.
- **11.2.8.** Moreover, if collective layoffs become necessary, Cargolux shall consider taking the following measures:
- a) informing as soon as possible the Employees concerned;
- introducing schemes for voluntary departures and retirement and for payment of redundancy and retirement benefits;
- cooperating with the Ministry of Labour and the Employees to find work outside the Company:
- d) spreading termination of employment over a longer period;
- e) ensuring that no such announcement is made before the Employees, the Delegation and the Unions have been informed.

- **11.2.9.** Cargolux shall select Employees to be laid off in accordance with objective criteria. Such criteria, which will be determined with the Delegation and the Unions, as appropriate, may include:
- a) need for the efficient operation of the Department affected or the Company at large;
- experience, skills and occupational qualifications of individual Employees as required by the Company;
- c) consideration for length of service and status of employment (casual, temporary, permanent);
- d) such other criteria as may be formulated in the context of national policies.
- **11.2.10.** For the sake of clarity, the above-mentioned Articles shall not apply to individual dismissals that may happen from time to time, primarily for disciplinary reasons, but exclusively to collective layoffs.
- **11.2.11.** In case of transfers of undertakings, the Company shall apply the Articles L.127-1. and following of the Labour Code on maintaining of Employees' rights in case of transfers of undertakings.
- **11.2.12** In case of individual termination for economic reasons or restructuring, before taking such decision, alternative options, including a possibility to offer to the Employee another position with the Company, will be discussed with a staff delegate in a strict confidentiality. Only open positions corresponding to the experience, skills and competencies of the concerned Employee shall be considered.

# 11.3. Anti-Harassment and Non-discrimination policy

- **11.3.1.** It is Company policy that the Company and its Employees respect each individual fellow Employee, regardless of sex, colour, race, age, nationality, religion, sexual preference, political beliefs or handicaps and that they act in an ethical manner and with integrity in all situations.
- **11.3.2.** The Anti-Harassment and Non-Discrimination Policy has been put in place in agreement with the Delegation.
- **11.3.3.** The Delegation shall appoint among its members an equality delegate, as provided for by Article L.414-15 of the Labour Code.

# 11.4. Right to disconnect

When Employees use digital tools for professional purposes, the right to disconnect from these digital tools shall safeguard Employees' rights to time off, non-working time and work-life balance while being adapted to the specific situation of the Company. This right to disconnect ensures Employees cannot be blamed if they are not answering or using their digital tools during their non-working time, unless the Company had instructed the Employee differently for specific business purposes.

It is important to note that the Company is operating on a 24/7 basis and that therefore working time is different from one Employee to another. Notably, for business needs, Employees may be required to work outside business hours due to the tasks of the position. In such case, specific needs with regards to the working time will be communicated in advance by the Head of Department or specific stand-by systems.

The Employees should implement responsible behaviors regarding digital tools such as:

- Avoid sending emails out of working hours, unless there is a level of urgency;
- Not responding to emails during their non-working time, unless there is a level of urgency;
- Notify their absence with an out of office message;
- Redirect their internal and external customers toward the right internal contact.

The Company, through its Human Resources Department and Learning and Development Department will define awareness and training measures regarding the right to disconnect and the technical measures for disconnection.

Specific provisions, such as the checking of the Roster as agreed and defined in the CWA and maintaining familiarity with operations manuals as necessary to fulfil their functions, apply to the Pilots.

#### Art. 12. VACATION/LEAVE

#### 12.1. Paid annual vacation

- **12.1.1.** All Employees are entitled to a period of paid annual leave ("congé annuel payé") in accordance with the Articles L.233-1. and following of the Labour Code, in particular Article L.233-10 thereof, and subject to the following provisions.
- **12.1.2.** It is the Company's responsibility to set up per Department a procedure to manage the allocation of vacation.
- **12.1.3.** The Company will inform the Employee upon request of his latest vacation status.
- **12.1.4.** Employees who want to be granted paid leave, have to submit a request via the appropriate channel (such as e-HR or leave request form), which needs to be approved by the Head of Department before the paid leave is taken.
- **12.1.5.** The Employee shall be entitled, for every day of leave, to a payment equal to his average daily salary during the 12 months immediately preceding the beginning of his leave, including supplements for shift work, overtime, legal holiday, Sunday work and night time. The average daily salary is calculated by dividing the last 12 total monthly salaries by 2088 hours. If less than 12 months have been worked, this figure will be replaced by 174 multiplied by the worked months.

# 12.2. Special leave

# 12.2.1. Leave for personal reasons

An Employee who, for personal reasons, would like to be absent from work shall be entitled to a period of special leave as provided by Article L.233-16. of the Labour Code, which foresees the following:

# 1 working day for:

- Death of a relative in the second degree of consanguinity
- Marriage of a child or step-child
- Partnership declaration ("Pacs")
- Force Majeure

# 2 working days for:

Moving to a new home over a reference period of three years<sup>2</sup>

# 3 working days for:

- Death of spouse
- Death of a relative in the first degree of consanguinity
- Marriage

# 5 working days for:

- Death of a minor child
- Caregivers

# 10 working days for:

- Fatherhood<sup>4</sup>
- Adoption of a child<sup>5</sup> of less than 16 years old, unless the Employee benefits from an adoption leave as provided by Article L.234-56. of the Labour Code

If the event happens during a sickness period of the Employee, the Employee is not entitled to the special leave.

If the event happens during a vacation of the Employee, the vacation is interrupted during the special leave.

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Second degree relatives: grandfather, grandmother, grandson, granddaughter, brother, sister, brother-in-law, sister-in-law, step-brother, step-sister.

Moving shall be the transfer of the Employee's main place of residence (as stated on the individual tax card) to another address, as evidenced by a certificate of the authorities of the place of residence.

First degree relatives: father, mother, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, step-father, step- mother, step-son, step-daughter.

The employer must be informed with 2 months' notice of the foreseeable dates on which the Employee intends to take the leave. This request must be accompanied by a copy of the medical certificate indicating the presumed date of birth.. The two-month notice period does not apply if the birth occurs two months before the expected date.

Same as footnote 4 above.

#### 12.2.2. Blood donors

The Company will grant blood donors a two hours' special leave for blood donation off-site during working hours provided that the Employee presents a participation certificate from the accredited organisation. The certificate must be sent to Time and Attendance. Following the approval of the superior, the blood donors will have to organize personally their visit to the donation centre.

# 12.2.3. Educational leave ("congé individuel de formation")

The Employee may request an educational leave as provided for by Articles L.234-59. to L.234-64. of the Labour Code.

# 12.2.4. Unpaid leave

**12.2.4.1.** For any unpaid leave, the Employee must hand in to Human Resources his written request for any such unpaid leave at least 2 months before the planned beginning of the leave.

The Company can waive this time limit in case of an emergency.

The Company shall reply to a request latest 30 calendar days after it has been introduced. The Company is not obliged to grant unpaid leave and may in particular deny the request if the workload or the business is negatively impacted. The unpaid leave request shall not automatically lead to the necessity of hiring externally in order to temporarily replace the Employee benefiting from unpaid leave.

- **12.2.4.2.** Cargolux may provide for Employees an unpaid leave with a guarantee of reemployment of up to 2 years.
- **12.2.4.3.** During the period of unpaid leave, the Company shall not be obliged to hire externally in order to temporarily replace the Employee benefiting from unpaid leave.

**12.2.4.4.** If the unpaid leave is granted and Cargolux has to disaffiliate the Employee for that period from the Luxembourg social security system, the Company will not pay any contributions for the Employee. The social security payments are to be taken over by the Employee as of the 1st day of the unpaid leave period.

Salary, 13<sup>th</sup> month, profit-sharing and Pension Plan will be calculated on pro rata temporis basis, if applicable.

The following benefits:

- Time Units Article 15.1.3
- Company seniority bonus Article 13.5
- Vacation entitlement for Ground Staff Article 24.1

will be suspended and not counted starting after 6 months of unpaid leave.

Specific provisions applicable to pilots regarding loss of seniority are provided in Article 45.6.7.

# 12.2.5. Parental and Family Leave

**12.2.5.1.** Parental leave ("congé parental") and/or family leave ("congé pour raisons familiales") will be granted as per Articles L.234-43. to L.234-49. of the Labour Code ("congé parental") and Articles L.234-50. to L.234-55. of the Labour Code ("congé pour raisons familiales").

For any unpaid leave periods subsequent to parental leave period(s), such periods will not be taken into account towards the maximum entitlement of 2 years leave without pay.

**12.2.5.2.** The Company will look favourably to each request for part-time parental leave and do its maximum to accommodate it. The final decision lies with the Head of Department.

#### 12.2.6. Other vacation and leave

Any vacation and leave not specified in this text, but due as per law, will be granted as per applicable law.

# 12.2.7. Social leave

In addition to the leaves foreseen by law, Cargolux will consider favourably requests from Employees who need special leave to solve unique, complicated, difficult and unforeseeable private situations, which cannot be addressed with the normal vacation provisions provided herein or by law. Such social leave cannot exceed 5 days per calendar year.

All requests for social leave have to be submitted to Human Resources.

The Company will submit to the Delegation at least twice a year a report on social leave indicating the individual requests introduced, the decisions taken, and the hours paid.

#### 12.2.8. Medical leave

**12.2.8.1.** For Ground Staff Employees, the Company provides a special paid leave for medical appointments of up to 12 hours per calendar year. Medical leave for Employees working parttime is calculated pro-rata to their working time. Ground Staff Employees who join the Company during the year will also be entitled to medical leave calculated pro-rata, based on the number of months worked. The Employee may use his medical leave time for his own medical appointment(s), as well as to accompany to such appointment a spouse or live-in

partner, as indicated to the Human Resources Department; or his family member of the first degree.

- **12.2.8.2.** The Employee shall inform his superior of the medical leave in advance, as soon as the medical appointment is scheduled.
- **12.2.8.3.** A certificate of presence, issued by the doctor, has to be provided to Time and Attendance within 72 hours of the respective medical appointment. Only medical visits supported by a certificate of presence indicating the name of the Employee will be taken into account as medical leave. In case the Employee has requested medical leave to accompany a family member as defined above, the certificate shall contain the name of the Employee's family member and a mention that the Employee's presence was required.
- **12.2.8.4.** The special paid leave for medical appointments is to be considered as working time and is to be remunerated. The time spent for the medical leave shall not result in the payment of supplements (such as night, legal holiday or Sunday supplements). If the Employee also performs work on days during which the Employee uses his medical leave time, the total working time (including the special leave for medical appointment) cannot exceed 10 hours per day. The Parties expressly agree that in such case, provided that the working time (excluding the special leave for medical appointment) does not exceed the number of working hours the Employee was scheduled to perform on that day, the use of the medical leave cannot result in overtime. The Parties consider this arrangement as more favorable for the Employees compared to the provisions of the Labour Code, which does not foresee any special leave for medical appointment.

#### 12.3. Sick leave

Sick leave is addressed in the Special Conditions.

As defined in footnote 3.

#### Art. 13. SALARY

# 13.1. Base salary

- **13.1.1.** The Employee shall be entitled to a monthly salary fixed pursuant to the Special Conditions
- **13.1.2.** The Salary Scales at index 100 for Ground Staff and for Pilots are provided in Part VI hereof. The relevant index to be used is the "Échelle mobile des salaires" published by the Luxembourg statistical office ("STATEC"), or any other index as applied by law.

In order to ensure equal treatment for all employees, Cargolux guarantees a protection against inflation in the event of a legal cap on the index or on the introduction by law of a degressive indexation system. In this case, Cargolux guarantees a 2.5% adjustment to the gross salaries of all Employees each time an index is confirmed. Consequently, Cargolux will compensate that part of the 2.5% index adjustment no longer covered by law. This guarantee does not apply in the event of a legal adjustment involving the suppression or postponement of an index or a general uniform reduction in the percentage of the index.

#### 13.1.3. Time Units (TU)

Unless otherwise agreed between the Parties, the Employee shall advance by 1 Time Unit on the relevant Salary Scale in Part VI for every year of service with Cargolux. The Time Unit is due on the first day of the calendar month following the 12<sup>th</sup> month of service with the Company, regardless of whether the starting day was on the 1<sup>st</sup> of a month or not.

#### 13.2. Thirteenth month

- **13.2.1.** A salary payment known as the '13<sup>th</sup> month' shall be paid to Employees under the following conditions.
- **13.2.2.** Pay-day for the 13<sup>th</sup> month shall be the 30 November of each year, or the last day of the last calendar month worked if the Employee leaves the Company during the year.
- 13.2.3. The amount of the 13th month shall either be:
- the November basic salary, for a full calendar year worked;
- or a pro-rata, if the Employee joins or leaves the Company in the course of the calendar year.
- **13.2.4.** The 13<sup>th</sup> month is not owed in case of dismissal for serious misconduct (*motifs graves*, as defined by the Article L.124-10. of the Labour Code).
- **13.2.5.** The 13<sup>th</sup> month is also owed to Employees on a temporary contract.
- **13.2.6.** For the calculation of the 13<sup>th</sup> month the following rules apply:
- 25% of a 13<sup>th</sup> month for the months worked in the first 12 months of employment;
- 100% of a 13<sup>th</sup> month or the pro-rata for the months worked from the second year of employment.

# 13.3. Pay day for the base salary

Payment of the monthly salary shall be made on the 2<sup>nd</sup> last working day of each month.

# 13.4. Profit-sharing

**13.4.1.** All Employees will benefit from the agreed profit-sharing formula for the duration of this CWA.

For each Employee the amount of the yearly profit-sharing payment is determined by the qualifying profit before tax ("QPBT") and calculated according to the following equation.

Profit Sharing = QPBT x 10% / total number of employees.

In case of renewal of this CWA beyond the initial duration, the profit-sharing formula will be renegotiated.

# **13.4.2.** The following definitions apply:

# QPBT:

Qualifying profit before tax is defined as the consolidated profit before tax, as disclosed in the Company's audited annual financial statements, excluding all capital gains/losses on sale of assets, and all items or losses of an extraordinary nature (i.e. not in the ordinary course of the business), but including profits or losses arising from forex exchange movements and "market to market" movements of the Company's hedge portfolio. In addition, the level of unrestricted cash, on a consolidated basis must be a minimum of US\$ 100 million after payment of bonuses.

It is furthermore understood between the Parties that the Employee portion of the Profitsharing is as per the formula detailed under Article 13.4.1. The calculation results in a fixed amount for the Employee.

For the avoidance of doubt, the amount so calculated, in respect of which the Company will pay the applicable employer's social contribution, will not be increased if there is a left-over portion (i.e. from the pot that is not fully used for the stations) in the overall envelope of distributable profit.

The exchange rate to calculate the portion of the Profit-sharing as per the formula detailed under Article 13.4.1. that an Employee obtains in Euro, is the reporting date (31st December) spot rate as disclosed in the Company's audited annual financial statements.

# Number of employees:

The total number of employees corresponds to the number of worldwide employees on the company's payroll with exception of Exempt Employees and managerial staff. Part time employees will be taken into account on a pro-rata basis.

# **13.4.3.** The profit-sharing shall be subject to the following restrictions:

- Payment of the profit-sharing is only due if the QPBT has reached a minimum level of US\$ 30 Million;
- Payment of the profit-sharing is only due when the Employee has worked for at least 4 months during the year for which the profit sharing is paid;

Due to the Amendment of the CWA after the finalization of the 2020 accounts for the 2020 calculation, the employer's social security contributions applicable to the Profit-sharing need to be deducted from the QPBT. Going forward these costs will be included in the personnel cost & benefits category in the P&L, when the accounts for the year are prepared.

- Employees who have worked for at least 4 months but less than 12 months shall receive a profit-sharing on a pro-rata basis of months worked for the Company in the related calendar year;
- Payment will be made before 15 June of the year immediately succeeding the fiscal year with respect of which the profit-sharing is granted;
- Employees who have been terminated for serious misconduct ("motifs graves", as defined by the Article L.124-10. of the Labour Code) before the time of the payment will not receive the profit-sharing.

# 13.5. Company seniority bonus

The Company will pay the following seniority bonuses to Employees:

- For 25 years of service, a gross amount of €1,150 tax free, according to current tax regulations.
- For 30 years of service, a gross amount of €1,250.
- For 35 years of service, a gross amount of €1,500.
- For 40 years of service, a gross amount of €2,000 tax free, according to current regulations.

At the date of retirement of the Employee, the Company will offer a gift in recognition of services to the Employee.

#### Art. 14. HEALTH AND SAFETY AT WORK

# 14.1. Safety Delegates

The Delegation shall appoint among its members one or more Safety Delegates, as provided for by Article L.414-14. of the Labour Code.

# 14.2. Health and Safety Committee

The Company sets up a "Health and Safety Committee" which discusses problems relating to health and safety, formulates suggestions for improvement of the health and safety environment of Employees with the goal to prevent accidents and occupational illness.

#### 14.3. Health and safety at work

No Employee shall be obliged to perform a job in health conditions contrary to the rules and regulations laid down by the Company and/or the Health and Safety Committee. Issues relating to health-related working conditions shall be addressed by the individual concerned Employee to the Safety Delegate. The Company shall ensure that the Luxembourg regulations on health and safety are applied throughout the Company.

# 14.4. Reimbursement of medical costs incurred by an Employee on service abroad

**14.4.1.** In the event that an Employee falls ill or has an accident during a period of service abroad, all medical expenses supported by due documents that urgency required him to disburse and which are not reimbursed by the public health insurance scheme and/or by the accident insurance schemes described under Article 14.5 and in Part II A and II B shall be borne by the Company. The Employee himself shall request the reimbursements from the public health scheme and/or the accident insurance.

- **14.4.2.** In case of illness or accident abroad, and except for reasons outside the Employee's control (including absence of adequate communication devices and/or physical inability to do so), the Employee has to inform Human Resources and the Head of Department without delay, and confirm his absence as per this CWA (see Special Conditions) and the law. The Employee shall also inform the CNS.
- **14.4.3.** The cost of vaccination required for Business Trips (for Ground Staff) and Duty (for Pilots) will be borne by Cargolux, but the Employee shall have the responsibility to organise the vaccination himself.

# 14.5. Insurance Policy

The Company subscribes to an accident and business travel insurance for the benefit of its Employees under terms and conditions further described under Articles 27 and 42.

# 14.6. Loss of or damage to baggage

The insurance policy under Article 14.5 includes also cover for loss of or damage to baggage for all Employees on duty travel, subject to any compensation to be made by a commercial airline in case the damage/loss occurred on a non-Cargolux flight.

These risks are insured for an amount of €300 (index 100). In event that the damage or loss occurred on a non-Cargolux flight, the Employee shall request himself the reimbursements from that airline's respective accident/baggage insurance.

In order to benefit from the Cargolux insurance, the Employee must provide evidence that the commercial airline does not provide insurance or refused the compensation of the claim.

In all cases the insurance company reserve the right to refuse compensation for incomplete or otherwise non-qualifying claims.

#### Art. 15. INTERNAL VACANCIES

- **15.1.** A vacancy which cannot be filled by a candidate from inside the Department where the vacancy occurs will be advertised within Cargolux electronically via the intranet. The announcement will be made for a period of at least 2 weeks starting 1 week before the opening is advertised outside Cargolux.
- **15.2.** The announcement will describe in detail which qualifications, skills and competencies are required to fill the vacancy. No internal advertisement is required for positions to be filled by apprentices and temporary openings. Once the vacancy is allocated, the appointed person's function and name are published in the internal Company information channels.
- **15.3.** The Employees in a Department will always be informed by the Head of Department about any open position in the Department.
- **15.4.** Employees working under a temporary contract for the Company will first be considered for internal vacancies subject to the requested qualifications and the usual hiring criteria.
- **15.5.** Vacancies for Pilot positions are based on requests for applications from Flight Operations and replies from interested Pilot candidates. Vacancies are based primary on the Seniority List and other additional criteria are qualification and selection as defined in the OM Part A. The final decision remains with Flight Operations as required by operational needs and criteria.

#### **Art. 16. PENSION PLAN**

# 16.1. Supplementary pension

The Company offers to its Employees the benefit of a supplementary pension plan consistent with applicable law (the "Pension Plan").

The qualification criteria and other conditions are set forth in the applicable "Cargolux Pension Plan Regulations", a copy of which may be obtained from Human Resources.

# 16.2. Early retirement

The Company agrees to give to Employees qualifying by law, the benefit of the legal early retirement possibilities ("préretraite progressive" and "préretraite pour travailleurs postés et des salariés de nuit").

The approval of the early retirement conditions (work schedule and starting date) is subject to a case-by-case evaluation on the feasibility based on Departmental requirements and availability of candidates qualifying by law.

#### Art. 17. TRAVEL AND OTHER BENEFITS

#### 17.1. Travel

- **17.1.1.** Travel for business reasons as well as conditions for private travel on Cargolux aircraft are regulated by the Company's travel policy.
- **17.1.2.** Employees on travel using Cargolux flights shall be entitled to use the sleeping berths on the aircraft subject to the limitations specified in the Company's travel policy.
- **17.1.3.** Business Trip flights for all Employees shall be booked 'Business Class' except on Luxair intra-European point-to-point flights. If, however, 'Business Class' is not or no longer available or not offered on a flight, a lower class may be booked.
- **17.1.4.** The Company will use reasonable efforts to allow retired staff to take advantage of the travelling on Cargolux aircraft and of the same travel or other benefits as those granted to its active Employees by other companies.
- **17.1.5.** Changes in legal and operational regulations can lead at any time to changes in the travel benefits.

#### 17.2. Meal Vouchers

- **17.2.1.** Each Meal Voucher shall have a nominal value of €10, out of which the Employee's contribution (deducted from his next monthly salary following a purchase) shall be €5 and the Company's contribution €5. The Meal Vouchers will be sold in blocks of 10 and not to be used by anyone other than the Employee for meal purchases.
- **17.2.2.** Each Ground Staff Employee may purchase up to 220 Meal vouchers per full year. Each Pilot may purchase up to 40 Meal Vouchers per full year, unless Duties in Luxembourg would exceed 40 days in a calendar year, in which case the Pilot will be entitled to 1 additional Meal Voucher for each additional day of Ground Duty in Luxembourg.

#### Art. 18. ID-CARDS

- **18.1.** All Employees have to apply for a Cargolux ID-card as well as a Luxembourg Airport ID-Card.
- **18.2.** The Employee has to visibly wear his Cargolux ID-Card and, where required, additionally the Airport ID-Card. The Employee shall adhere to all legislation and internal policies pertaining to the issuing and use of ID-Cards and the restricted access to Company and/or airport premises.
- **18.3.** Except in case of deliberate mishandling of the ID-Card by the Employee, the direct costs of producing the ID-Cards are borne by the Company. Such direct costs include exclusively:
- the costs of producing the photos when done at Cargolux;
- the direct administrative costs of obtaining one or more excerpts from the criminal registry (police record check), up to a maximum of €50 and based on substantiated expenses; and
- the Luxembourg administrative stamp fee.
- **18.4.** No special leave, nor any other allowances other than those mentioned above (including no transportation costs nor any criminal fines) shall be paid by the Company. In case of loss or theft, the Employee shall provide the Company with a copy of the loss / theft declaration made to the police.
- **18.5.** Special ID-Cards for retired staff will be issued by the Company at the request of the retired staff. Usage of ID-Cards by retired staff is subject to all legislation and internal policies pertaining to the issuing of ID-Cards and the restricted access to Company and/or airport premises.

#### PART II A: GROUND STAFF SPECIAL CONDITIONS

#### Art. 19. POSITION CLASSIFICATION AND CAREER PATHS FOR GROUND STAFF

#### 19.1. Part IV of the CWA contains:

- Position classification category 1 to category 9;
- Career paths Maintenance Line and Hangar;
- Career paths Maintenance Production Shops.

The above catalogue can be completed, supplemented or revised based on agreements reached between working groups comprising Delegates and Company representatives.

#### 19.2. Talent review

At least once a calendar year, the Employee, and his Head of Department (or the person appointed by the Head of Department) will have a talent review which includes structured feedback about Employee's main tasks and responsibilities in the previous calendar year, his competencies, career prospects and development needs.

The talent review applies to Employees with a minimum of 4 months of employment with the Company, who successfully passed their trial period and who are not under formal tutorship.

In order to acknowledge the importance of safety, this should be a guiding principle of the talent review for the appraiser and the appraisee.

The talent review is not to be used to substitute the disciplinary procedure. It shall not have a negative impact on the Employee's automatic salary progression based on seniority ("TU" mechanism, as foreseen by Article 13.1.3.)

#### Art. 20. WORKING TIME

#### 20.1. General rules on working time

**20.1.1.** Except as provided for herein, the working time shall be governed by applicable law. The working week shall be 5 days totalling 40 hours as scheduled by Departments. The Company has 3 different ways of organising the working time of the Ground Staff:

- daily working time with fixed start and end times, or
- firm and fixed scheduled shifts, based on rotating shift patterns as per Article 20.2 or
- flexible daily working time, as per the flextime rules provided for under Article 20.3.
- **20.1.2.** Each Employee must be informed as to which of the systems is applicable to him.

# 20.1.3. Compensation account

For each of the three ways of organising the working time (as per Article 20.1.1), all accumulated compensation hours which exceed 280 hours by the end of the month will always be automatically paid at 100% of the hourly rate. Any amount of hours below 280 hours will stay on the counter to be taken as compensation time (i.e. off time) by the Employee. In order to exchange his compensation time for off days, the Employee will have to fill in a compensation request ("CMP") via an appropriate channel (such as e-HR), which will have to be approved by the Head of the Department.

#### 20.1.4. Overtime account

For each of the three ways of organising the working time (as per Article 20.1.1), all accumulated overtime hours which exceed 100 hours by the end of the month will always be automatically paid as per applicable regulation. Any amount of hours below 100 hours will stay on the counter to be taken as off time by the Employee. In order to exchange his overtime for off days, the Employee will have to fill in an overtime compensation ("OTC") request via an appropriate channel (such as e-HR), which will have to be approved by the Head of the Department.

#### 20.1.5 Clocking

Working time at Home Base will be tracked for each Employee by means of an electronic or mechanical monitoring device. The Company has implemented SAP as a single clock-in system.

Each Employee will have to clock in and, respectively, out:

- each time when entering the Company premises for work;
- each time when leaving the Company premises for private purposes or for business purposes (off-site work);
- each time when leaving and coming back to work for lunch breaks as per 20.3.4.; and
- at the end of the working day.

Employees who are required to wear uniforms have to clock in at the start of duty wearing their Uniform.

#### 20.2. Shift work

#### 20.2.1. Background

The following shall serve as a guideline for establishing shift patterns and working schedules. Shift staff is Ground Staff who have a fixed working pattern, which foresees that they will change the starting time of their work on a regular rotation upon the request of the Company.

It is not important if this change does not happen on a regular basis, as long as it happens more frequently than not. Ground Staff who have a fixed daily shift and are occasionally in an unforeseeable way put on another working schedule are not considered as shift staff.

#### 20.2.2. Break period

Any period of continuous shift work lasting more than 6 hours shall be interrupted by a rest period of 30 minutes. For Employees on shift only, when a rest period is taken, those 30 minutes shall be considered as working time.

# 20.2.3. Working schedule

The Head of Department shall draw up a weekly, a four weekly or a monthly working schedule ("Plan d'Organisation du Travail" as applicable) and shall ensure that the required working hours are correctly and fairly apportioned.

#### 20.2.4. Personal circumstances

Before the final working schedule is drawn up, each Employee may ask his Head of Department in writing and with sufficient notice that certain personal circumstances be taken into consideration.

# 20.2.5. Working schedule corrections

Any Employee who notices an irregularity in his working schedule shall immediately notify his Head of Department who will make the necessary corrections to the working schedule.

# 20.2.6. Changes to the working schedule

Changes to the current working schedule by the Head of Department shall be tolerated only in exceptional circumstances. The concerned staff must be informed with a notice period of 24 hours.

# 20.2.7. Minimum rest period

Between the end of a work period and the beginning of the next shift there will be a minimum rest period of 12 hours.

In case the Employee cannot start at his scheduled time due to the rest period, no hours will be deducted from his next scheduled shift as long as they are covered by the due rest period.

# 20.2.8. Deadlines for publishing working schedules

The Company's deadlines for the allocation of working schedules are as follows:

- Weekly schedule: by Friday morning of the preceding week;
- Monthly schedule: between the 15<sup>th</sup> and 21<sup>st</sup> day of the preceding month;
- 4 weeks' schedule: 12 days preceding the new schedule;
- 12 weeks' schedule: 15 days preceding the new schedule.

# 20.2.9. Reference period for shift personnel

The reference period is the calendar month or a 4 weeks' reference time as defined by the Head of Department.

Hours and minutes worked will be calculated at the end of every month.

# 20.3. Flextime rules

# 20.3.1. Background

The flextime system enables each Employee to personally organize his daily, weekly and monthly working hours so as to meet Company service requirements and accommodate individual needs.

# 20.3.2. Flexible time

Employees may be present and working at any time from 06:00 to 20:00, subject to the operating times of the Department which shall be fixed as foreseen in 20.3.3.

A minimum of 4 hours must be worked in between 10:00 and 16:00.

By law, Employees may work only a maximum of 10 hours each day and only a maximum of 48 hours each week.

#### 20.3.3. Operating time

Operating time will be any particular Department's working coverage period.

Each Head of Department, after consultation with his Employees, will decide on operating times and Employees' presence level requirements in order to meet operational requirements, subject to the specific business needs of the Department, such as specific job qualifications or customer or Company needs.

#### 20.3.4. Break

Employees who work 6 hours or more in a day must take a lunch break of minimum 30 minutes.

Employees who have flextime will not be paid the lunch break.

Employees deciding to take their lunch at their working place have to ensure not to spend more than 30 minutes for lunch or will have to make a clock-in / clock-out correction in the system.

If the lunch does not exceed 30 minutes, no clocking for lunch is required, the system will automatically deduct 30 minutes.

The Employee has to clock out and in if he is away from the working place for lunch, regardless of the duration.

## 20.3.5. Reference period for Employees working flextime

The reference period is the calendar month.

Hours and minutes worked will be calculated on a daily basis.

The normal required working time per month is the number of working days multiplied by 8 hours.

#### 20.3.6. Compensation Time

**20.3.6.1.** Employees may have worked more or less hours than the total required working hours of that month, based on 8 hours work per day, and hence accumulate 'monthly credit' or 'monthly debit' hours during the above-mentioned reference period. These hours are reflected in the flextime account.

**20.3.6.2.** The hours mentioned under 20.3.6.1. may be converted from the flextime account into the compensation account. This happens when the Employee works or takes time off (1 hour for 1 hour), subject to operating times of the relevant Department, to compensate his debit or credit hours accumulated during the reference period so that at the end of the reference period, he has accomplished the necessary working hours during the reference period.

At the end of the reference period, the Employee may carry forward to the next period any credit or debit hours on his flextime account up to a maximum of 16 hours.

Any debit time in excess of 16 hours will be deducted from the next monthly salary at the hourly rate.

If the Employee intends not to work for more than 4 hours during a specific day because he wants to compensate for credit hours, he shall get the prior approval from the Head of Department. Before compensation is taken, the Employee must inform his Head of Department.

#### 20.3.6.3. Overtime and Flextime

By agreement between the Head of Department and Employees, any extra hours worked can either be taken as flextime or overtime.

The Employee can however claim overtime and request those hours to be placed in the overtime account in accordance with Article 20.1.4. only in the following situations:

- a) Credit time in excess of 16 hours at the end of the reference period that was not taken as compensation time due to requirements set by the Head of Department.
- b) Work on Saturdays and Sundays at the Head of Department's request.
- c) "Regular and repeating" extra hours in excess of 8 hours per day or 40 hours per week and hours worked before 06:00 and after 20:00 at the Head of Department's request.

Validated overtime is compensated at 150%.

#### 20.4. Part-time work

- **20.4.1.** As a matter of principle, the Company recognizes part-time work as one option of organization of the working time of the Employees.
- **20.4.2.** An Employee who would like to benefit from part-time work shall address a written request to his Head of Department with a copy to Human Resources before September of the year preceding the year when the part-time is requested to allow budget planning for the Department. The notice period could be waived per decision of the Head of Department in exceptional circumstances such as personal hardships or business needs. The Head of Department shall evaluate and decide whether, given the internal operational and organizational requirements of the Department as well as the cost to the Company, such part-time organization of work can be granted either for a temporary period or if the parties agree for a permanent part-time contract of employment. The following factors will be taken into account: overall workload in the Department and business outlook, possibility to reallocate or re-organize the workload, number of people in the Department in the same function and equivalent category, FTE equivalent of work time decrease.

Alternatively, in certain cases when part-time is requested to deal with personal hardships, the Company may consider temporary accommodation of schedule or other arrangements during a clearly defined period of time to assist the Employee in a difficult situation.

The answer to the Employee shall be provided in writing by December of the same year of the request. The response to the Employee's request may be provided earlier by the Head of Department in exceptional circumstances such as personal hardships or business needs.

The Head of Department will meet with the Employee to explain the reasoning behind the decision.

**20.4.3.** A part-time request will not be granted if the Employee has less than 2 years of seniority in the position and less than 3 years of seniority with Cargolux, except if a new position is created as part-time.

- **20.4.4.** Due to efficiency considerations, working time during part-time may not be inferior to 50%.
- **20.4.5.** Part-time schemes could foresee decrease of working time daily, weekly, monthly or per roster period, decrease of working time during certain periods of the year due to low seasonal activity (if applicable). For shift workers working part-time, no guarantees could be provided as to scheduling working time on specific days of the week or on specific shift. For flex-time employees, coverage of the Department shall also be ensured in a balanced manner in the best interest of all team members. As a matter of principle, special requests for scheduling shall not be favorably or unfavorably considered by the Department Head when compared to full-time workers.
- 20.4.6. If due to decrease of business activity or other organization reasons, the Head of Department considers that part-time schemes could be offered to the Employees, he shall communicate the following to all Employees of the Department:
- What schemes would be available in the Department;
- What availabilities would be possible within the next budget year;
- Which deadline is required to make such requests;
- What restrictions are applicable to specific positions (i.e., leadership roles, etc.).
- **20.4.7.** In case of several requests for part-time within the Department, following priority criteria shall apply:
- Business impact:
- Seniority of Employee (for Permanent Part Time);
- Personal hardship, for example a 1st degree relative in need of care.
- **20.4.8.** Vacation entitlement, medical leave, special paid off-time, vacation allowance, profit-sharing, any bonuses or additional payments, credit and debit time for flex-time employees are pro-rated for Employees on part-time contracts.
- **20.4.9.** Unless required for lasting business needs, return to full-time employment or a contractual increase of the working time will not be granted during the period of validity of the part-time agreement.
- **20.4.10.** Employees shall be aware that due to legal requirements, part-time could potentially impact their eligibility for progressive retirement and for certain parental leave schemes.

#### **Art. 21. NIGHT SUPPLEMENTS**

- **21.1.** For every hour worked at night, the Employee shall be entitled to his normal hourly rate, as laid down in this CWA, plus 25%.
- **21.2.** "Night" shall be understood as any period from local time 20:00 hour to local time 06:00 hour the following day.

## Art. 22. SUPPLEMENTS FOR OVERTIME, WORK ON SUNDAYS AND PUBLIC HOLIDAYS

- **22.1.** Extra payments due for overtime and work on Sundays and legal holidays shall be calculated on the basis of the normal hourly rate, which is counted for by dividing the monthly salary (including any premiums agreed between the Employee and the Company) by 173 hours. The rates are as follows:
- overtime hour: 50%:
- Sunday: 85%;
- for every hour worked on a legal holiday, the Employee gets his normal hourly salary increased by 100% plus the indemnity foreseen by Article L.232-6. of the Labour Code.

All supplements can be cumulated.

- 22.2. In the event an Employee is
- not on a stand-by system as per Article 23,
- requested in on his day off, and
- agrees to come to the Company premises,

he will be compensated for a minimum of 2 working hours.

Travelling from the current location will be paid at the current kilometre rate fixed by the Company (0.25/km).

- **22.3.** Time off may be taken by the Employee in lieu of all overtime hours worked on an off day as well as for hours worked on Sundays and legal holidays.
- 22.4. For people working under scheduled shift, overtime shall be considered as being:
- all hours worked in excess of 8 hours per day, except if a scheduled shift, agreed between the Company and the Delegation, exceeds 8 hours;
- all hours in excess of 40 hours a week except if a scheduled shift, agreed between the Company and the Delegation, exceeds 40 hours;
- In case the scheduled shift, agreed between the Company and the Delegation exceeds
   40 hours a week, the Employee will be notified 3 months in advance.
- **22.5.** Hours worked on Sundays or legal holidays shall be those worked between 00:00 and 24:00 hours the same day.
- **22.6.** The following days shall be legal holidays: New Year's Day, Easter Monday, 01 May, Europe Day, Ascension, Whit Monday, Luxembourg's National Day, Assumption, All Saint's, Christmas Day and Boxing Day.
- **22.7.** The Company will not compensate the Employees with the supplements as per this Article for time spent communicating (by phone, GSM, laptop, any other mean of communication) with the Company during their time not at Company premises.
- **22.8.** At request, the Company shall provide a break-down of overtime compensation.

#### Art. 23. COMPENSATION FOR STAND-BY WEEKEND COVERAGE

- **23.1**. Employees on stand-by weekend coverage are available as of midnight Friday until midnight Sunday.
- **23.2.** For actual standby time, the Company will pay for the coverage a premium which is equivalent to 8 hours per day on standby on Saturday and Sunday, at full basic hourly rate (regardless of whether the Employee is called in or not).
- **23.3.** If Employees are called in, they will be paid on top of the premium at least 2 hours overtime. If called in for more than 2 hours, the actual hours worked will be paid as overtime.
- **23.4.** If the Company provides the Employees with an electronic communication device, conditions will be negotiated.
- **23.5.** Travelling from the current location will be paid at the current kilometre rate fixed by the Company (€0.25).
- **23.6.** If a majority of Employees in a Department agree, the compensation provided for above may be changed on a Departmental level with the approval of Human Resources. The Delegation will be informed about changes.

# Art. 24. VACATION, SPECIAL PAID OFF-DAYS AND SICK LEAVE

#### 24.1. Vacation entitlement for Ground Staff

In addition to the paid annual leave provided for under Part I, Ground Staff Employees are entitled to additional vacation days. The total annual vacation entitlements shall be as follows:

- 27 days in the first 5 years of employment;
- 28 days as of the 6<sup>th</sup> year of employment;
- 29 days as of 15 years of seniority;
- 30 days as of 20 years of seniority.

#### 24.2 Sick leave

#### 24.2.1. Information in case of sickness

- **24.2.1.1.** In case of sickness or accident, Time and Attendance, and, in case of shift work or weekend work, also the person designated to be in charge of the Departmental work organization (e.g., shift leader, Head of Department) must be informed without delay.
- **24.2.1.2.** In case of sick leave lasting more than 1 workday, a medical certificate, covering the duration of the sickness including the first workday, shall be provided to Time and Attendance and reach the Company within 72 hours from the beginning of the sickness, except for reasons outside the Employee's control. The same applies for any extension of a sickness medical certificate

In the event that the Employee has been sick for the entire workday or a part of it, without medical certificate already 3 times during the calendar year, the Head of Department can request a medical certificate to be provided to Time and Attendance for any future single day of sick leave during the same calendar year. The Head of Department shall notify in writing the Employee of such request in advance.

Should the Employee report sick before one planned night shift, the absence shall count as a single calendar day of sickness and be attributed to the first calendar day.

# 24.2.1.3. Salary for employees during sick leave

Cargolux will continue to pay the Employee, for a period stipulated in applicable regulation, his monthly salary in accordance with the rules of CNS including an amount equal to the average of premiums and fringe benefits ("avantages sociaux") related to salaries which are part of the preceding 12 months.

For Employees not having 12 consecutive payroll periods, the average of premiums and fringe benefits are calculated on a pro-rata basis.

# 24.3. Special paid off-days

# 24.3.1. Special paid off-time shall be granted for:

Carnival Monday, Schobermess Monday, All Souls,  $\frac{1}{2}$  day for Christmas Eve and  $\frac{1}{2}$  day for New Year's eve.

**24.3.2.** For those days, the Employees' compensation account will be credited on the day of the event with the relevant number of off time hours (8 or 4 hours, as indicated in Article **24.3.1.**). These entitlements are pro-rated for Employees on part-time contracts. Employees who want to be off on one of the above mentioned days have to complete a compensation ("CMP") request form, which needs to be approved by the Head of Department.

#### 24.4. Vacation allowance

A vacation allowance, equal to a gross amount of €600, will be paid to Ground Staff in June with the June salary.

Part-timers and Employees on parental leave will be paid the vacation allowance proportionally.

# 24.5. Short weekend compensation

- **24.5.1.** Those Ground Staff Employees whose work does not permit a weekly rest period of 44 consecutive hours shall be entitled to an additional compensation of 2 hours per week as per Article L.231-11. of the Labour Code. The hours can be cumulated.
- **24.5.2.** At request, the Company shall provide a break-down of short weekend compensation.

# 24.6. 13th Month conversion for additional paid time off

Ground Staff employees may convert their 13<sup>th</sup> month into additional paid time off provided that it does not negatively impact the work organization and the workload in the concerned Department.

The Employee may request the conversion of a part or the entirety of the 13<sup>th</sup> month into additional paid time off. The final decision to grant the request lies with Company's management, who will assess the request based on the principles set forth in this article but without exclusivity. The Head of Department shall respond to the Employee's request within 30 calendar days.

For each time off request, the Employee has to introduce a request in the HR system, which the Head of Department will assess.

The equivalent of a full 13<sup>th</sup> month for an Employee who has worked full time during a full calendar year corresponds to 160 hours. The basis which will be used for the calculation and payment of the 13<sup>th</sup> month converted into time off is the monthly gross basic salary without any consideration of supplements divided by 160 to obtain the hourly rate.

## Eligibility Criteria:

- 1) Employees with at least 12 months of continuous employment with the Company are eligible to request the 13<sup>th</sup> month pay conversion.
- 2) Employees shall first reduce the compensation time account to a maximum of 200 hours before requesting 13<sup>th</sup> month conversion.
- 3) The workload and the business are not negatively impacted.
- 4) The conversion of the 13<sup>th</sup> month into additional paid time off shall not lead to shortage of manpower in the concerned Employee's Department, nor to the necessity to hire a temporary replacement.

Employees shall ensure that by 15<sup>th</sup> September of the current year their paid time off is (i) approved by their respective Head of Department and (ii) either taken or booked till the end of the calendar year. If due to some changed business needs or due to personal reasons, an Employee fails to book or take the paid time off by the stipulated deadline, the converted 13<sup>th</sup> month will be paid out with the November pay run.

If at the notification of the Employee's contract termination, the Employee has taken more vacation, compensation, or paid time off than what he should be entitled to, the corresponding amount will be deducted over the remaining salary payment(s).

Approval of paid time off converted from 13<sup>th</sup> month shall be done fairly, considering the interests of all Employees in the Department to have their vacation time allocated. Within the Department, priority shall be given to Employees taking their annual vacation over Employees taking paid time off.

#### Art. 25. SALARY

# 25.1. Base salary and premiums

#### 25.1.1. Base salary

Each newly hired Employee shall be allocated to a Category and (if applicable, Time Unit level) in line with his experience with previous employers (subject to proof that he has worked in the same field and that the experience is of a value to the Company). This experience shall be credited to him as TU's.

The following guidelines for the classification into the various Categories shall apply:

- a) For time spent in aviation doing identical work: 90% of time spent.
- b) For time spent in aviation doing different work or doing comparable work with another company: 70% of time spent.
- c) For time spent with another company doing different work: 25% of time spent.

The figures shall be understood as "per cent per annum". Credits for TUs may not exceed 12 TUs, except for Employees having previously worked for Cargolux. For these Employees, the full experience with Cargolux will be taken into account.

Each newly hired aircraft mechanic having accomplished his apprenticeship in the Company will be classified as follows:

- A Licensed mechanic Category 3 TU 1
- B Licensed mechanic Category 3 TU 4

The classification into a Category shall determine the basic salary as per the Salary Scales provided for in Part VI. Such Salary Scale tables take account of the following salary increases for all Ground Staff Employees during the present CWA:

2.5% increase as of 1 September 2023.

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#### [...]

- 1% increase as of 1 September 2024; and
- 1% increase as of 1 September 2025; and
- 1% increase as of 1 September 2026.

# 25.1.2. Special premiums

**25.1.2.1.** If an Employee is appointed by the Company as certified Release to Service Inspector (herein referred to as "CRS"), he will be paid a monthly premium according to the following tables:

	index 100	index 100	index 100	index 100
CRS	€26.32	€26.32	€26.32	€26.32
Full Run Up	No	€5.27	No	€5.27
Customer	No	No	€7.89	€7.89
Total Premium	€26.32	€31.59	€34.21	€39.48

- 25.1.2.2. If an Employee is appointed Assistant Lead, he will be paid a monthly premium of:
- €13.15 (index 100)
- 25.1.2.3. Premium for unpleasant, hazardous and/or dirty tasks:
- **25.1.2.3.1.** For any time spent on an unpleasant, dangerous and/or dirty task, a premium of 50% is paid above the hourly rate for the time effectively worked.
- **25.1.2.3.2.** The following procedure will be used to add or remove an item to the list of hazardous and/or dirty jobs:
- a) A formal written request from the Delegation or a Head of the Department must be addressed to the Head of Human Resources, copy to the Head of OHS.

- b) The Head of OHS will initiate within 2 weeks an action to analyse the request by asking an expert team to meet and discuss the request and to submit a recommendation. The expert team will be composed by a Safety Delegate representing the Delegation, the head of the concerned Department, the Head of OHS and, if requested, the Company labour doctor.
- c) The expert team will prepare a recommendation based on a visit of the workplace, documentation on the applicable legal rules and regulations, the exposure time in a normal work process and a risk assessment made on the job involving the concerned item.
- d) The expert team will then agree on either:
  - i. a recommendation for measures which would be necessary to terminate the payment of a premium for the relevant job, or
  - ii. will have to present valid arguments to justify the payment of a premium.
- A written report will be established to record the process and the decision. A copy of the Report will be kept at Human Resources.
- f) The list will be updated by Human Resources as required. Copy of the updated list will be available in the OHSE Department.
- g) It is left to the discretion of the Company to pay an allowance for tasks not specifically included in the list mention in point f). above, but evaluated and approved as unpleasant, dangerous and/or dirty tasks.

#### 25.1.2.5. NDT Premium

A monthly premium of:

€13.16 (index 100).

will be paid to the staff outside the NDT shop performing NDT level 1 or 2 tests.

#### 25.1.2.6. Tutor Premium

In case a Technician (classified in Category 5) will have to take over the responsibility to act as a tutor he will be paid a monthly premium of:

- €5.27 (index 100).

#### 25.1.2.7. Inspection Premium

A monthly premium of:

€13.16 (index 100),

will be paid to Senior Technicians and Senior Trade Technicians with inspection authorization only (without CRS).

**25.1.2.8.** It is left to the discretion of the Company to pay an allowance for other unique and exceptional situations.

# 25.2. Salary changes

Salary of Employees can be increased through:

# 25.2.1. Progression through Time Units

- **25.2.1.1.** Time Unit changes will be implemented in accordance with the general rules under Article 13.1.3. of this CWA.
- **25.2.1.2**. Such salary increases shall be due from the first day of the month following the date at which the Employee became entitled to the TU progression.

## 25.2.2. Category changes

- **25.2.2.1.** Increases resulting from promotion from one Category to another shall be due from the first day of the month following promotion. Promotions will only be approved in connection with an updated position description corresponding to the requested Category. Position descriptions and Category should be agreed upon jointly between Delegation representatives and Human Resources.
- **25.2.2.2.** An Employee who is promoted shall be entitled, in his new Category, to the TU level that is one salary level higher than the TU level corresponding to the salary immediately above his salary before promotion.
- **25.2.2.3** In case of a promotion by more than one category, the preceding principle will be applied for each Category move.
- **25.2.2.4** In case the Employee accepts to move into a lower Category, except in the case of reclassification for medical reasons, the principle defined under Article 25.2.2.2 would apply in a reverse manner at the time of a Category change.
- **25.2.3.** The detailed criteria for promotions are determined in reference to the career paths described under Article **19.** As soon as additional career paths are agreed, an annex to the present CWA will be issued and signed by the Unions and by the Company's management. Implementation will be done with immediate effect. However, no automatic promotion system will be in place. Progression will be based on the position description content and individual merit, as evidenced by the Employee's performance reviews.

# Art. 26. STANDARD CONDITIONS FOR WORK AND TRAINING AWAY FROM HOME BASE

#### 26.1. General

The following terms and conditions for work and training away from Home Base apply starting with the time of departure and ending at arrival to Home Base.

# 26.2. Salary

- **26.2.1.** In case of work or training away from Home Base, the Employee is guaranteed a minimum of 8 hours paid per day up to 40 hours per week.
- **26.2.2.** Time effectively worked above 8 hours a day is considered to be overtime.

If an Employee has to work on more than 5 days per week, the time worked after the  $5^{th}$  day of the week will be considered as overtime. An overtime sheet has to be filled in by the Employee and signed by the superior.

**26.2.3.** All hours worked are considered as time effectively worked, including 30 minutes paid lunch for Employees who are considered as shift staff at Home Base. Daily duty time consisting only of travel time will be paid an hour for an hour without overtime supplements.

However daily overtime will be paid if travel time plus working time or training time exceed 8 hours.

- **26.2.4.** During work or training away from Home Base, full payment for worked overtime, Sunday hours, legal holiday hours, night hours and supplements is due as per CWA. The minimum rest period of 12 hours between 2 working days must be respected.
- **26.2.5.** The Employee's basic working schedule in Luxembourg is no longer valid when at work or training away from Home Base; for mechanics the actual schedule is then adjusted to aircraft movements or training requirements.

## 26.3. Compensation time

For a certain number of days away from Home Base, the following compensation days shall be granted:

- 1 compensation day per 6 days abroad;
- 2 compensation days per 7 days abroad, with a maximum of 10 compensation days.

Up to maximum 5 of the granted compensation days will have to be taken immediately upon return and the remaining compensation days will be taken within the 3 months following return.

Compensation days will be paid if requested by the Employee.

# 26.4. Legal holidays

If during the days away from Home Base, a legal holiday occurs at Home Base on a day when the Employee effectively works, a full day shall be compensated. However, no compensation day or vacation will be granted to the Employee for legal holidays in the country he was detached to.

#### Art. 27. GROUND STAFF ACCIDENT INSURANCE

- **27.1.** All Luxembourg Ground Staff are covered by a full 24-hour world-wide accident insurance policy, the specific details of which are available at Human Resources and/or the Insurance Department. The accident insurance contains a repatriation scheme.
- **27.2.** Minimum sum insured for death or permanent disablement or medical expenses shall be:

In case of death €30,000 at index 100
 In case of permanent disability €30,000 at index 100
 Medical expenses €550 at index 100

The amounts will be adapted each year to the cost of living index used in Luxembourg. The amount shall be paid gross of taxes.

#### **Art. 28. BUSINESS TRAVEL**

**28.1.** Costs incurred during a Business Trip shall only be refunded if the Employee's expenses and length of time spent away are necessary for the accomplishment of his mission, and in each case in accordance with the relevant internal policies.

#### 28.2. Per diem

- **28.2.1.** A per diem rate shall be paid to Ground Staff on Business Trip pursuant to internal policies and the following rules. The per diem shall be a lump sum compensation for all expenses incurred by the Ground Staff Employee during his Business Trip, with the exception of the Travel and Accommodation Expenses provided for under 28.3. The per diem shall in no event constitute an element of the salary.
- **28.2.2.** The full per diem rate is fixed at €80 per 24 hours abroad for Business Trips up to 10 days. For assignment of more than 10 days, the Employee and the Company may negotiate the per diem depending on the country and contract, or a lump sum per diem for the full period of assignment away from Home Base. In latter case, no substantiation shall be required when claiming lump sum allowances.

# 28.2.3. It shall be paid as follows:

- a) For a period of less than 6 hours, no per diem shall be paid.
- b) For a period of more than 6 hours, less than 16 hours, 50% of the applicable per diem rate.
- c) For a period above 16 hours, but below 24 hours, full per diem (regardless of whether with overnight stay or not).
- d) For a period of more than 24 hours, the following per diem rates shall apply in addition to the rate under c) to all periods beyond 24 hours:
  - . 03 up to 06 hours 25% of per diem rate;
  - ii. 06 up to 12 hours 50% of per diem rate;
  - iii. 12 up to 24 hours 100% of per diem rate.

## 28.3. Travel and Accommodation Expenses

- **28.3.1.** Travel and accommodation expenses are granted and paid in addition to the per diem on Business Trips undertaken by Ground Staff pursuant to the relevant internal policies issued by the Company, as well as the following rules.
- **28.3.2.** Travel and accommodation expenses shall be actual costs incurred.
- **28.3.3.** All claims must be substantiated by the relevant tickets, travel vouchers and bills and must be approved by an authorised person as per the relevant internal policies.
- **28.3.4.** Expenses not covered by an approved 'trip expense report' but billed to or otherwise incurred by the Company will be deducted from the monthly net salary after consultation with the Employee.
- **28.3.5.** The Company will pay a hotel of good standard (as specified in Article 37.2) including a continental breakfast for each Employee when he is away from Home Base.
- **28.3.6.** If a stay abroad is longer than 5 weeks, the Employee will have the possibility of a weekend return to Luxembourg at the expense of the Company.

## 28.4. Other reimbursable expenses

- **28.4.1.** Other reimbursable expenses are expenses which fulfil the following cumulative conditions:
- a) the Employee incurs them either acting under special instruction, as a result of Force Majeure or in the interest of the service or his mission; and

- which materially exceed his per diem allowance such as, communication costs (telephone, internet, telefax, etc.) or travel costs to and from the place at which he carried out his mission.
- 28.4.2. Laundry will be paid by Cargolux after 5 days away from Home Base.
- **28.4.3.** All reimbursement of reimbursable expenses will be on the basis of actual expenses evidenced by invoices in accordance with internal policies.

## 28.5. Per diem for Loadmasters and Flight Mechanics

The per diem for Load controllers flying as Loadmasters as well as for Flight Mechanics is the same as for First Officers. Per diem will start 1 hour before the aircraft is Block Off in Luxembourg and will end when the aircraft is Block On in Luxembourg. Every started hour will be rounded up to a full hour.

#### Art. 29. REINTEGRATION AFTER LONG-TERM ABSENCE

The Company commits to put in place a reintegration program to welcome back employees in a targeted and appreciative manner after a long-term absence. In this context any absence of 6 weeks and more, linked to sick leave, maternity leave, full time parental leave or time off linked to personal hardship, is considered long-term absence.

The first two weeks after return from long-term absence are considered as reintegration period and shall include a welcome meeting, a handover from colleagues, mandatory trainings (if applicable) and the time required for renewal of licenses and qualifications. The Employee may request additional assistance and training/on-job training to catch-up with the changes which occurred during the long-term absence, e.g., trainings in IT tools, policies, or procedures applicable to the Employee.

The welcome back meeting should take place preferably during the first day of return and if not possible, at least during the first two weeks. The Employee can invite a staff delegate of his/her choice to attend the welcome back meeting.

Guidelines and information materials for Heads of Departments will be prepared in consultation with the health and safety delegate to share the best practices in this field.

#### Art. 30. GENERAL UNIFORM POLICY

- **30.1.** The Company will provide to certain Ground Staff Employees, including to each mechanic, maintenance foreman, Flight Mechanic and Loadcontroller, the respective type and quantity of uniforms and/or Personal Protective Equipment (hereafter collectively the "Protection Equipment") required for the job and/or specific duties in accordance with the health and safety regulations.
- **30.2.** The Employee will be responsible for the Protection Equipment he receives and shall wear them during working hours. Replacement for worn out Protective Equipment will be provided after return of old ones and in case of loss outside the Employee's control. The Company will arrange cleaning of the uniforms. A suitable solution must be found by the Company if a person is allergic against the detergent used to clean the uniforms.
- **30.3.** The Protection Equipment remains the property of Cargolux. The Protection Equipment is only to be used at Cargolux premises or respective outstations. When leaving the Company or transferring to another Department, the Employee must return all Protection Equipment, which have been provided to him and which are no longer required for the Employee's activity.

**30.4.** The Company shall determine from time to time a list of required Protection Equipment. The list is available at Human Resources.

#### Art. 31. LOADCONTROLLERS / LOADMASTERS

- **31.1.** Loadcontrollers are employed as Ground Staff. During the period of time when performing Loadmaster duties, the following terms and conditions shall apply to the Loadcontroller
- **31.2.** For each day away from Home Base, 10 hours will be taken into account as credit hours for the monthly duty time. If effective duty time exceeds 10 hours per duty block (i.e. the period of time from on duty until off duty), the exceeding hours will be accounted for as overtime. If effective duty time is performed on a Sunday (UTC), at night (local time), on a legal holiday (UTC), then the hours effectively worked will be paid at the rate foreseen by law.
- **31.3.** Effective duty time includes operating as Loadmaster when engaged on a flight or flight preparation, or positioning at the request of the Company, as well as when on customer service mission.
- **31.4.** Before leaving Home Base for a flight, the Loadcontroller must have had a 12-hour rest time. No work may be performed during these rest hours; scheduled working hours covered by this rest period and not included in the first duty block will be considered as paid duty time.
- **31.5.** Immediately after returning to Home Base, the Loadcontroller will benefit from a 24 hours rest period; scheduled working hours covered by this rest period and not included in the last duty block will be considered as paid duty time.
- **31.6.** The maximum consecutive length of duty block is 16 hours. A duty block shall be starting 1 hour before scheduled time of departure and end when assigned duty ends.
- **31.7.** The destination hotels for Loadmasters will be the same standard as those for Pilots as provided by Article 37.2. The Loadmasters may use the sleeping berth provided in the aircraft in accordance with Article 17.1.
- **31.8.** Scheduled off days cannot be modified except with the consent of the concerned Loadmaster. When a Loadmaster returns to Luxembourg during a scheduled off day, this off day will be reported on the next following scheduled working day.
- **31.9.** The Company uniform policy shall apply.
- **31.10.** Above rules can be changed and adapted to individual situations with the consent of the Employee.
- **31.11.** In general, the Company's internal policies are applicable.

#### **Art. 32. FLIGHT MECHANICS**

**32.1.** A Flight Mechanic is a Ground Staff mechanic who, for a determined period of time, may be assigned the task to support one or several outstations. A Flight Mechanic may thus be requested to accompany a flight for which no station support is available in order to perform the turnaround and possible repair.

#### 32.2. Duty time

- **32.2.1.** The Flight Mechanics' duty period consists of the sum of:
- Trip preparation time which starts 2 hours before departure from Home Base.

- Positioning time which is not considered as working time and starts from when aircraft is Block Off and includes the waiting time in transit and the traveling time.
- Working time is the time spent performing maintenance functions while the aircraft is
  on blocks and must be scheduled to fall within the first 18 hours of the duty time.
- Debriefing and clean up time is a period of 1 hour added to the end of each trip after return to the Home Base.
- **32.2.2.** For each day away from Home Base, 8 hours will be taken into account as credit hours for the monthly duty time. Eight hours per day will be paid, even if the actual duty time is shorter.
- **32.2.3.** Overtime will be paid if the duty period exceeds 8 hours.
- **32.2.4.** While on Flight Mechanic's duty, the working schedule of the mechanic will be adjusted to the flying schedule.
- **32.2.5.** Supplements for overtime, work on Sunday (UTC), legal holiday (UTC) or at night (local time of the departure place) are due for the duty hours.

# 32.3. Rest period

- **32.3.1.** Before leaving for a flight, the Flight Mechanic should have a 12-hour rest time. No work may be performed during these rest hours. Scheduled working hours covered by this rest period will be considered as paid duty time.
- **32.3.2.** Rest at an outstation is in principle minimum 12 hours and starts upon arrival at a hotel and stops when departing from a hotel. However, if the Flight Mechanic is requested to leave the station without having 12 hours rest, the difference between the actual rest and the 12 hours will be paid as overtime.
- **32.3.3.** Rest at Home Base after return from a trip is minimum 12 hours. The 'day of return' shift is always covered by the rest period.

If the aircraft actual time of arrival at Home Base (at return from trip) is after 21:00 (local time), then the Employee's next day's morning shift is covered by a rest period. The afternoon shift still remains effective as scheduled.

- **32.4.** In case of an overnight stay, the destination hotel for the Flight Mechanic will be of the same standard as the one for Pilots as per Article 37.2; the room price will include a continental breakfast.
- **32.5.** The Flight Mechanic will be contacted 3 hours before departure to confirm scheduled departure and/or departure delays at Home Base.
- **32.6.** The Company will also provide the Flight Mechanic with uniforms as per Article 30.

# 32.7. Flight cancellations and overnight delays

Cancellations and overnight delays at Home Base will be communicated to the Flight Mechanic latest 21:00 local time of the preceding day.

Notification of an overnight delay will entitle the Flight Mechanic to 8 hours paid leave on the original scheduled departure.

#### 32.8. Miscellaneous

## 32.8.1. The Flight Mechanic must:

- carry his passport, which is valid for at least 6 months;
- request a copy of the 'General Declaration' when traveling as Crew;
- register with the maintenance foreman before and directly after his trip;
- complete all necessary paperwork and return all equipment and material.
- **32.8.2.** Times are booked in Home Base time or optionally in UTC and should be marked accordingly.
- **32.9.** Above rules can be changed and adapted to individual situations with the consent of the Employee.
- **32.10.** In general, the Company's travel policy and the provision of Article 17.1 applies to all business travel by Flight Mechanics. For some specific flights, which will be identified between Flight Mechanic, Delegation and Maintenance management the Company's travel rules might be adapted. This will, however, be reviewed on a case by case basis.

#### **Art. 33. TRAINEE CONCEPT**

- **33.1.** A trainee under this Article is an Employee hired under an employment contract in order to obtain a formal on-the-job-training for a defined period.
- **33.2.** During the training period, the trainee will be paid a salary fixed by mutual agreement which, however, can never be less than a Category 1 foreseen in the current CWA.
- **33.3.** At the end of the training period, if the training performance is considered satisfactory, the qualified trainee may be hired. He will receive his new job title and will move up to the corresponding Category. The trainee performance should be assessed in an interview between the trainee, his supervisor and Human Resources. The training period will last maximum a period of 12 months.

#### Art. 34. MAINTENANCE SAFETY ACTION GROUP

A designated delegate or substitute delegate will be part of the Maintenance Safety Action Group ("MSAG"), as a full member.

#### PART II B. SPECIAL CONDITIONS APPLICABLE TO PILOTS

#### Art. 35. CLASSIFICATION OF PILOTS

# 35.1 Captain (BC)

A Captain is a Pilot who is qualified to assume the duty of commander as defined in the OM Part A.

# 35.2 First Officer (FO)

A First Officer is a Pilot, who reports to the Captain and performs duties assigned to him by the Captain. A detailed description of his specific responsibilities and qualifications is found in the OM Part-A.

A First Officer shall be classified as follows:

- Senior First Officer (SFO): has minimum 1500 hours Flight Time on Wide Body Aircraft.
- First Officer (FO): has minimum 1500 hours Flight Time on Medium Body Aircraft.
- Junior First Officer (JFO): all those pilots who do not meet the above requirements.

A Junior First Officer will automatically be classified as a First Officer after 12 months of employment with the Company as a Pilot.

## 35.3 Guidelines for calculation of flight hours for job classification

When a Pilot commences employment with Cargolux, Flight Operations will validate the Flight Time on Medium/Wide Body Aircraft for the Pilot. The calculated hours will be communicated to the Pilot for acknowledgment. Once this is done, the figures will be communicated to Human Resources. If Human Resources has no such figures, the Pilot will be classified in the salary category of Junior First Officer.

# Art. 36. WORK AND REST

#### 36.1. Deviations

Any deviation from limitations and rules stipulated in this Article

- require the mutual agreement between the Pilot concerned and the Company;
- b) any such deviation (including Commander's discretion) shall comply with the applicable regulations and limitations as stipulated in the OM Part A.
- c) If a Commander decides to apply Commander's discretion the available discretion is stipulated in OM Part A. In this case the maximum available daily Flight Duty Period will be calculated based on the maximum daily Flight Duty Periods stipulated in OM Part A.

#### 36.2. Company's responsibilities

All Duties and Rest Periods shall be scheduled as stipulated in this CWA. Cargolux is committed to FRM based pilot scheduling.

When creating Rosters, the Company will do its utmost to guarantee a fairly and evenly distributed work between the Pilots. Rosters should normally be designed so that the length of an average Rotation does not exceed approximately 7 days.

The Company will publish a Roster for each Pilot latest 14 calendar days prior to the first day of this Roster unless agreed differently by the Company and the Pilot Representatives.

Once published the Roster can be modified by Crew Control or Crew Planning if required for operational reasons. Amendments to Rosters are published and notified in a way not to negatively affect the opportunity for Pilots to plan adequate Rest.

All planned and flown Rosters for each Roster Period will be provided to the Delegation in accordance with data protection regulation as amended.

# 36.3. Pilot's responsibilities

A Pilot shall not perform flight duties on an aircraft if he knows or suspects that he is suffering from fatigue or feels otherwise unfit, to the extent that the flight may be endangered.

A Pilot should consider making arrangements for temporary accommodation closer to his Home Base if the travelling time from his residence to his Home Base usually exceeds 90 minutes.

A Pilot shall make optimum use of the opportunities and facilities for rest provided and plan and use his Rest Periods properly.

A Pilot is required to inform Cargolux of the flight duties carried out associated with the business of an Aircraft Operator Certificate holder other than the Company.

Any work which a Pilot performs privately for a third party and for which remuneration is being received shall count towards the Duty and flight time limitations. The Pilot shall inform the Company of any such activity to ensure that Flight Times and Duty Period restrictions are not exceeded.

# 36.4. Flight Duty and rest time

# 36.4.1. Duty periods limitations

The Company shall ensure that the total Duty Periods to which a Pilot is assigned do not exceed:

Duty Hours	Period
60	7 days
110	14 days
190	28 days <sup>8</sup>
2000	1 calendar year

<sup>190</sup> Duty Hours are to be spread as evenly as practicable throughout that period

# 36.4.2. Flight Time limitations

The Company shall ensure that the total Flight Time of the Sectors on which an individual Pilot is assigned as an Operating Pilot does not exceed:

Flight Time (hours)	Period
100	28 consecutive days
900	1 calendar year
1000	12 consecutive calendar months

# 36.5. Specification of Reporting Time and end of Duty Time

The Company applies the following rules for the specification of the Reporting Time and end of Duty Time (hours:minutes).

# 36.5.1. Operating Sector(s) only

Reporting Time FDP start		FDP end Duty Period e	
01:00* before	01:00* before	At actual Block On	00:30 after actual
scheduled Block Off	scheduled Block Off	of the last	Block On of the last
of the first Sector	of the first Sector	operating Sector	Sector

<sup>\*</sup> The time can be increased for operational reasons by the Company only.

# 36.5.2. Positioning on board of an aircraft before operating Sector(s)

Positioning sectors shall not count as Sectors when determining the maximum Flight Duty Period.

Reporting Time FDP start		FDP end	Duty Period end	
01:00* before scheduled Block Off of first Positioning sector	01:00* before scheduled Block Off of first Positioning sector	At actual Block On of the last operating Sector	00:30 after actual Block On of the last Sector	

<sup>\*</sup> The time can be increased for operational reasons by the Company only.

# 36.5.3. Positioning by other means than aircraft before operating Sector(s)

Positioning sectors shall not count as Sectors when determining the maximum Flight Duty Period.

Reporting Time FDP start		FDP end	Duty Period end	
At scheduled	At scheduled	At actual Block On	00:30 after actual	
Positioning	Positioning	of the last	Block On of the last	
departure time	departure time	operating Sector	operating Sector	

# 36.5.4. Positioning after operating Sector(s)

Positioning sectors shall not count as Sectors when determining the maximum Flight Duty Period.

Reporting Time FDP start		FDP end	Duty Period end	
01:00* before scheduled Block Off of the first operating Sector	01:00* before scheduled Block Off of the first operating Sector	At actual Block On of the last operating Sector	At actual Block On** of the last Positioning sector.	

<sup>\*</sup> The time can be increased for operational reasons by the Company only.

# 36.5.5 Positioning Duty only

a) First Positioning sector is on board of an aircraft

Reporting Time	FDP start	FDP end	Duty Period end
01:00* before scheduled Block Off	not applicable	not applicable	At actual Block On** after the last Positioning Duty.

<sup>\*</sup> The time can be increased for operational reasons by the Company only.

<sup>\*\*</sup> If an aircraft is not used for Positioning, Block On shall be replaced by the actual arrival time of the vehicle used for transportation.

<sup>\*\*</sup> If an aircraft is not used on the last sector of a Positioning Duty, Block On shall be replaced by the actual arrival time of the vehicle used for transportation.

b) First Positioning sector is by any other means than by air

Reporting Time	FDP start	FDP end	Duty Period end
At actual Positioning departure time	not applicable	not applicable	At actual Block On* after the last Positioning duty.

<sup>\*</sup> If an aircraft is not used on the last sector of a Positioning Duty, Block On shall be replaced by the actual arrival time of the vehicle used for transportation.

# 36.5.6. Any other Duty Period

Reporting Time	End of Duty Period
As published by the Company	At actual time of Duty completion

# 36.6. Maximum Flight Duty Periods

# 36.6.1. Maximum Flight Duty Periods

- a) The Company will use statistically collected Flight Times and realistic times for ground movements (taxi in and out) of the aircraft for the purpose of designing Flight Duty Periods.
- b) Irrespective of the Reporting Time, all non-stop flights exceeding a Great Circle Distance of 4900 nautical miles between the departure and destination airport reference points shall be operated by an Augmented Flight Crew.

#### 36.6.2. Standard Crew

# 36.6.2.1. Acclimatisation

Table 1 shall be used to determine:

- a) which time zone a Pilot is Acclimatised to and
- b) the Pilot's maximum daily Flight Duty Period.

'Acclimatised': means a state in which a Pilot's circadian biological clock is synchronized to the time zone where the Pilot is. A Pilot is considered to be acclimatized to a 2-hour wide time zone ( $\pm$  02:00) surrounding the local time at the point of departure. When the local time at the place where a Duty commences differs by more than 2 hours from the local time at the place where the next Duty starts, the Pilot, for the calculation of the maximum daily Flight Duty Period, is considered to be acclimatized in accordance with the values in Table 1 below.

# Table 1:

Time difference (hours) between Reference Time and local time where the	Time elap:	sed since repo	rting at Refere	nce Time (hour	rs:minutes)			
Pilot starts the next Duty	<48:00 48:00 - 71:59 72:00 - 95:59 96:00 - 119:59 ≥120:00							
< 4	Acclimatised			cclimatised to th				
≥4 and ≤6	to the local time of the		local	Duty starts (D)	next			
>6 and ≤9	departure time zone							
>9 and ≤12	(B)	Unknown	state of acclima	tisation (X)				

# In Table 1:

- 'B' Means that the Pilot is acclimatised to the local time of the departure time zone. The local time of the departure time zone must be used as Reference Time to determine the maximum Flight Duty Period.
- 'D' Means that the Pilot is acclimatised to the local time where the Pilot starts his next Duty. The local time of the time zone where the Pilot starts his next Duty must be used as Reference Time to determine the maximum Flight Duty Period.
- 'X' Means that a Pilot is in an unknown state of acclimatisation.

The maximum Flight Duty Period for a Standard Flight Crew shall be limited to the maximum Flight Duty Period of the Pilot whose maximum Flight Duty Period is the most limiting.

# 36.6.2.2. Maximum Basic Daily Flight Duty Period for an Acclimatised Pilot

The maximum Flight Duty Period, starting at the Reporting Time and ending at the Block On time of the last Operating Sector is indicated in Table 2 below.

The values in the columns 'Planning Limit' in Table 2 are applicable until the Reporting Time for the Flight Duty Period. After the Reporting Time for a Flight Duty Period, the values in the columns 'Operational Limit' in Table 2 are applicable.

Table 2:

	Maximum daily Flight Duty Period (hours:minutes)						
Start of FDP at Reference Time	1 - 2 Sectors		3 Sec	3 Sectors		4 Sectors	
	Planning Limit	Operational Limit	Planning Limit	Operational Limit	Planning Limit	Operational Limit	
06:00 - 13:29	12:00	13:00	11:30	12:30	11:00	12:00	
13:30 - 13:59	11:45	12:45	11:15	12:15	10:45	11:45	
14:00 - 14:29	11:30	12:30	11:00	12:00	10:30	11:30	
14:30 - 14:59	11:15	12:15	10:45	11:45	10:15	11:15	
15:00 - 15:14	10:45	12:00	10:15	11:30	09:45	11:00	
15:15 - 15:29	10:30	12:00	10:00	11:30	09:30	11:00	
15:30 - 15:44	10:15	11:45	09:45	11:15	09:15	10:45	
15:45 - 15:59	10:00	11:45	09:30	11:15	09:00	10:45	
16:00 - 16:29	10:00	11:30	09:30	11:00	09:00	10:30	
16:30 - 16:59	10:00	11:15	09:30	10:45	09:00	10:15	
17:00 - 04:59	10:00	11:00	09:30	10:30	09:00	10:00	
05:00 - 05:14	10:30	12:00	10:00	11:30	09:30	11:00	
05:15 - 05:29	11:00	12:15	10:30	11:45	10:00	11:15	
05:30 - 05:44	11:15	12:30	10;45	12:00	10:15	11:30	
05:45 - 05:59	11:15	12:45	10:45	12:15	10:15	11:45	
For Commander's discretion refer to Art 36.12							

For consecutive Night Duties, the number of Sectors is limited to 4 per Duty Period.

# 36.6.2.3. Maximum Flight Duty Period for a Pilot in unknown state of Acclimatisation

Irrespective of the Reporting Time the maximum Flight Duty Period, starting at the Reporting Time and ending at the Block On time of the last operating Sector for a Pilot in unknown state of Acclimatisation is as follows:

a) Maximum Flight Duty Period for a Pilot in unknown state of acclimatisation without FRM

Table 3: Flight Duty Period without FRM.

Maximum daily Flight Duty Period (hours:minutes)								
1 - 2 Sectors	2 Sectors 3 Sectors 4 Sectors 5 Sectors 6 - 8 Sectors							
During Northern Hemisphere Summer								
10:15	10:15 10:00 09:30 09:00							
During Northern Hemisphere Winter								
10:00 10:00 10:00 09:30 09:30								
For Commander's discretion refer to Art 36.12								

b) Maximum Flight Duty Period for a Pilot in unknown state of Acclimatisation under FRM If a Flight Duty Period is planned under FRM it will be indicated on the Pilot's Roster.

Table 4: Flight Duty Period under FRM

Maximum daily Flight Duty Period (hours:minutes)							
1 - 2 Sectors	3 Sectors 4 Sectors 5 Sectors 6 Sectors 7 Sectors 8 Sectors						
12:00	12:00 11:30 11:00 10:30 10:00 09:30 09:00						
For Commander's discretion refer to Art 36.12							

# 36.6.2.4. Maximum Extended Flight Duty Period (hours: minutes) without in-flight rest for an Acclimatised Pilot

The maximum Flight Duty Period may be exceptionally extended in accordance with Table 5. This may only occur with the authorisation of the Nominated Person Flight Operations, Chief Pilot or his Deputy. Where utilized, a written report is to be submitted to the Delegation.

Any such extension may not be utilized for Flight Duty Periods commencing at Home Base. The maximum number of extensions allowable is limited to 13 per calendar year.

# In that case:

- The minimum pre-flight and post-flight Rest Periods shall be increased by 2 hours or the post-flight Rest Period shall be increased by 4 hours.
- The extension shall be planned in advance.
- The extension shall not be combined with extensions due to in-flight rest or split duty in the same Duty Period.
- When two consecutive Duties use extended Flight Duty Period, the additional pre- and post-flight rest between the two extended Flight Duty Periods shall be provided consecutively.
- For consecutive Night Duties, the number of operating Sectors is limited to 4 per Flight Duty Period.

Table 5: Maximum extended daily Flight Duty Period without in-flight rest for Acclimatised Pilots:

Starting time of	Maximum daily Flight Duty Period (hours:minutes)				
FDP at Reference Time	1-2 Sectors	3 Sectors	4 Sectors	5 Sectors	
06:00-06:14	Not allowed	Not allowed	Not allowed	Not allowed	
06:15-06:29	13:15	12:45	12:15	11:45	
06:30-06:44	13:30	13:00	12:30	12:00	
06:45-06:59	13:45	13:15	12:45	12:15	
07:00-13:29	14:00	13:30	13:00	12:30	
13:30-13:59	13:45	13:15	12:45	Not allowed	
14:00-14:29	13:30	13:00	12:30	Not allowed	
14:30-14:59	13:15	12:45	12:15	Not allowed	
15:00-15:29	13:00	12:30	12:00	Not allowed	
15:30-15:59	12:45	Not allowed	Not allowed	Not allowed	
16:00-16:29	12:30	Not allowed	Not allowed	Not allowed	
16:30-16:59	12:15	Not allowed	Not allowed	Not allowed	
17:00-17:29	12:00	Not allowed	Not allowed	Not allowed	
17:30-17:59	11:45	Not allowed	Not allowed	Not allowed	
18:00-18:29	11:30	Not allowed	Not allowed	Not allowed	
18:30-18:59	11:15	Not allowed	Not allowed	Not allowed	
19:00-05:59	Not allowed	Not allowed	Not allowed	Not allowed	

# 36.6.3. Split duty

The conditions for extending the basic maximum Flight Duty Period due to a Break on the ground shall be in accordance with the following:

- The Break on the ground within the Flight Duty Period has a minimum duration of 3 consecutive hours.
- The Break excludes the time allowed for post and pre-flight Duties and Travelling: 15
  minutes for post-flight Duties, 30 minutes for pre-flight Duties and the actual Travelling
  time
- The basic maximum Flight Duty Period may be increased by up to 50% of the Break.
- Suitable accommodation is provided either for a break of 6 hours or more or for a Break that encroaches the Window of Circadian Low (WOCL).
- In all other cases:
  - Accommodation, on request of the Pilot Suitable Accommodation, is provided and
  - ii. any time of the actual Break exceeds 6 hours or any time of the Break that encroaches the WOCL, does not count for the extension of the Flight Duty Period.
- Split duty cannot be combined with in-flight rest.
- The Break on the ground shall count in full as Flight Duty Period.
- Split duty shall not follow a reduced rest.

# 36.6.4. Augmented Flight Crew

The maximum Flight Duty Periods for a Standard Crew may be extended with in-flight rest by using an Augmented Flight Crew, irrespective of the Reporting Time under the conditions and limitations as prescribed below.

Deviations from these conditions and limitations require the prior agreement of the Pilot Representatives.

# 36.6.4.1. Conditions

- a) The aircraft is equipped with Class 1 Rest Facilities; and
- the Pilots at the controls (pilot flying and pilot monitoring) for the landing(s) have at least a consecutive 120-minute period in-flight rest opportunity within the maximum extended FDP; and
- c) the other Pilot(s) have at least a consecutive 90-minute period in-flight rest opportunity within the maximum extended FDP; and
- d) in-flight rest should be taken during the cruise phase of the flight. For the purpose of inflight rest the cruise phase of the flight should be considered from above flight level 200 until 10 minutes before top of descent. In-flight rest periods should be allocated in order to optimise the alertness of those Pilots at the controls during landing. The in-flight rest period for an individual Pilot should not include the time necessary to change seats; and
- e) all time spent in the rest facility is counted as Flight Duty Period; and
- a Pilot may not start a Positioning sector to become part of the operating crew on the same sector.

# 36.6.4.2. Maximum Flight Duty Period for Augmented Flight Crew

a) For Flight Duty Periods with a maximum number of 1 Sector, Table 6 applies.

Table 6:

Crew composition	Continuous Flight Time (hours:minutes)	Maximum FDP (hours:minutes)		
Standard Flight Crew + 1 Pilot	≤ 09:00	16:00		
	> 09:00	17:00		
Standard Flight Crew + 2 Pilots	≤ 09:00	17:00		
	> 09:00	18:00		
For Commander's discretion refer to Art 36.12				

b) For Flight Duty Periods with a Standard Flight Crew + 1 Pilot with a maximum number of 2 Sectors, Table 7 applies:

Table 7:

Crew composition	Continuous Fligh (hours:r	Maximum FDP		
	longer Sector	shorter Sector	(hours:minutes)	
	no limitation	no limitation	12:00	
Standard Flight Crew + 1 Pilot	no limitation	≤ 04:30	13:00	
	no limitation	≤ 03:00	15:00	
	no limitation	≤ 02:00	16:00	
	> 09:00	≤ 02:00	17:00	
For Commander's discretion refer to Art 36.12				

c) For Flight Duty Periods with a Standard Flight Crew + 1 Captain and 1 First Officer with 2 Sectors, Table 8 applies:

Table 8:

Crew composition	Continuous Flight Time (hours:minutes)	Maximum FDP (hours:minutes)		
Standard Flight Crew + 1 Captain and 1 First Officer	≤ 09:00	17:00		
	> 09:00	18:00		
For Commander's discretion refer to Art 36.12				

d) For Flight Duty Periods with 3 Sectors, Table 9 applies:

## Table 9:

Crew composition	Maximum FDP (hours:minutes)		
Standard Flight Crew + 1 Captain and 1 First Officer	17:00		
For Commander's discretion refer to Art 36.12			

#### 36.6.4.3 Deviations

In case the Company wishes to operate beyond the conditions and limitations as defined in Article 36.6.4.2. the prior agreement of the Pilot Representatives is required. In this case the following deviation processes shall be applied.

# 36.6.4.3.1. Deviations for scheduled Operations

- a) Requests for deviations in Scheduled Operations will be discussed in a 'Scheduling Meeting', which will be held as needed. Attendees of a 'Scheduling Meeting' will be Pilot Representative(s), Chief Pilot or his appointed deputy and Crew Planning representative(s).
- b) Prior to a 'Scheduling Meeting' the Company will provide the Pilot Representatives with a written request regarding a deviation to operate beyond the conditions and limitations as defined in Article 36.6.4.2. specifying for each Flight Duty Period the following information:
  - 1. frequency of Flight Duty Period e.g., weekly and
  - 2. scheduled departure and arrival times and
  - 3. planned Rest Periods immediately before and after the Flight Duty Period and

- estimated bio-mathematical fatigue values for complete Rotation the Flight Duty Period belongs to and
- 5. reason(s) why a deviation is requested, e.g., visa requirements and
- 6. possible alternate solutions not requiring deviation, if any.

The Pilot Representatives will then use the provided information and tools from the Aviation Safety Department and the Fatigue Safety Action Group of the Company to review if and how the Flight Duty Period could be scheduled in a Rotation. The Pilot Representatives may request other reasonable information necessary to evaluate the request.

- c) In the 'Scheduling Meeting' the participants will discuss how a deviation for a particular Flight Duty Period could be agreed; which could include scheduling rules, pre- and postflight Rest Periods, crew composition, etc.
- d) If the Pilot Representatives agree to a deviation, this agreement shall be recorded in a 'Scheduling Agreement Document'. This document shall include for each agreed deviation the following information:
  - 1. expiration date of the agreement; and
  - 2. frequency of Flight Duty Period; and
  - 3. scheduled departure and arrival times; and
  - 4. planned Rest Periods immediately before and after the Flight Duty Period; and
  - estimated bio-mathematical fatigue values for complete Rotation the Flight Duty Period belongs to; and
  - 6. any other scheduling rules for the particular Flight Duty Period as agreed between the Pilot Representatives and the Chief Pilot.

The 'Scheduling Agreement Document' must be signed by the Chief Pilot's Office and a Pilot Representative. Prior to applying the agreed deviation, the document must be made available by the Company to all Pilots.

- e) Any deviation agreed will be reviewed as needed in a 'Scheduling Meeting'. Sufficiently prior to this review the Company will provide the Pilot Representatives with the information of the actual conducted Flight Duty Period as listed under b) 1. to 6. above to review the deviation.
- f) Unless the agreement is extended, the agreed deviation may no longer be applied by the Company after the expiration date of the 'Scheduling Agreement'.

# 36.6.4.3.2. Deviations for Non-scheduled Operations

- a) For deviations in non-scheduled operations, the Company will contact the Pilot Representatives, providing the information listed in 36.6.4.3.1. b) to enable the Pilot Representatives to review the request.
- b) If the Pilot Representatives agree to the requested deviation, this shall be recorded in a 'Scheduling Agreement Document' as described in 36.6.4.3.1. d) for the specific Flight Duty Period for which the deviation has been requested.
- c) If the deviation request is time critical, the Chief Pilot's Office will inform the affected Pilots and send them the 'Scheduling Agreement Document'.
- d) After the expiration date of the 'Scheduling Agreement Document' the deviation may no longer be applied by the Company.

# 36.7 Positioning

When a Pilot is required to Position immediately following an operating Sector, the total time spent on Duty shall count toward the Duty Time, with a maximum total Duty Time of a) Standard Flight Crew:

- 16:00 hours if the Pilot continues on a commercial positioning flight.
- 18:00 hours if the Pilot continues to position on the same Company aircraft.
- b) Augmented Flight Crew: 18:00 hours.

When a Pilot performs a Duty consisting solely of Positioning, the time from Block Off of the first positioning sector to Block On of the last Positioning sector shall not exceed 20 hours.

Positioning applies to all modes of transportation.

Transportation to and from hotel accommodation at the behest of the Company is not considered Positioning. If arrival and departure airports are not the same, a Positioning segment shall be scheduled, which counts as Duty Time unless the airports are listed in OM Part A as a group. The group list specifies two or more airports that use a common hotel that serve both/all airports for that area.

# 36.8. Standby

## 36.8.1. Home Base Airport standby

The following applies to Pilots on Airport Standby:

- Airport Standby shall be clearly indicated in the Roster and the start and end time of Airport Standby shall be defined and notified in advance to the Pilot concerned to provide the Pilot with the opportunity to plan adequate rest.
- The maximum duration of Airport Standby is 8 hours.
- A Pilot is considered on Airport Standby from reporting at the reporting point until the end of the notified Airport Standby period.
- Airport Standby shall count in full as Duty Period.
- Accommodation during Airport Standby is provided by the Company.
- The Response Time between call and Flight Duty Period start is 30 minutes to account for physiological needs.
- If not leading to the assignment of a Flight Duty Period, Airport Standby is followed by a Rest Period.
- If an assigned Flight Duty Period starts during Airport Standby, the following applies:
  - The Flight Duty Period counts from the start of the Flight Duty Period. The maximum Flight Duty Period is reduced by any time spent on Airport Standby in excess of 4 hours.
  - The maximum combined duration of Airport Standby and assigned Flight Duty Period is 16 hours unless the Flight Duty Period has been extended due to inflight rest or split duty.
- The Pilot shall be reachable by phone during Standby.
- During Airport Standby, a minimum of 8 hours per day is counted towards the Pilot's credit time limit.

# 36.8.2. Standby other than Airport Standby

The following applies to Pilots on Standby other than Airport Standby:

## a) General

- The maximum duration of Standby other than Airport Standby is 8 hours.
- The combination of Standby other than Airport Standby and Flight Duty Period does not lead to more than 18 hours awake time. Full time on Standby will be considered in the evaluation of the Pilot's alertness level under FRM.
- 25% of time spent on Standby other than Airport Standby counts as Duty Time for the purpose of Flight Times and Duty Periods limitations.
- Standby is followed by a Rest Period.
- Standby ceases when the Pilot reports at the designated reporting point.
- If Standby ceases within the first 6 hours, the maximum Flight Duty Period counts from the Reporting Time.
- If Standby ceases after the first 6 hours, the maximum Flight Duty Period is reduced by the amount of time on Standby exceeding 6 hours.
- If the Flight Duty Period is extended due to in-flight rest or to split duty, the 6 hours above are extended to 8 hours.
- Notifications of assigned Duties should avoid interference with sleeping patterns if possible.
- Pilots are expected to manage rest and nap opportunities while on Standby.
   Therefore, the beginning of the awake time correlates with the call out time.
- The exact hours that the Pilot is required to be on Standby will appear on the Pilot's Roster.
- During Standby, a minimum of 8 hours per day is counted towards the Pilot's credit time limit.
- b) Standby other than Airport Standby at Home Base:
  - The Pilot shall be reachable by phone during Standby.
  - The Response Time between call and Reporting Time is minimum 120 minutes.
- c) Standby other than Airport Standby away from Home Base:
  - Suitable Accommodation shall be provided.
  - The Pilot shall be reachable by phone during Standby. The Pilot will notify the Company of the phone number he can be reached on during Standby.
  - The Response Time between call and the transport leaving the Suitable Accommodation is minimum 90 minutes.

## 36.8.3. Scheduling of Standby

If not otherwise requested or agreed by the Pilot, the following rules apply for rostering Standby.

# 36.8.3.1. Scheduling of Standby at Home Base

- a) A block of Standby at Home Base will not exceed 4 consecutive days.
- A block of Standby at Home Base will not be allocated more than once within 3 consecutive Roster Periods.
- A Pilot cannot be rostered for more than 1 block of Standby at Home Base within a Roster Period.
- d) If a Pilot's Roster is amended after the Initial Roster has been published, a block of consecutive assigned Duties may be replaced by Standby as follows:
  - If a Duty Period is cancelled after the Reporting Time for the Rotation that this Duty Period is a part of, the remaining days of this Rotation may be replaced by Standby as follows:
    - i. The number of Standby at Home Base will not exceed 4 consecutive days.
    - ii. These Standby days will not be subject to the restrictions mentioned in b) and c) above.
  - 2. If a Pilot returns from sick leave Standby may be rostered as follows:
    - Only on the days immediately following the Pilot's return from sick leave Standby may be rostered.
    - ii. The number of Standby at Home Base will not exceed 4 consecutive days.
    - iii. These Standby days will not be subject to the restrictions mentioned in b) and c) above.

# 36.8.3.2. Scheduling of Standby away from Home Base

- a) A block of Standby away from Home Base must be planned as part of a Rotation.
- After a Pilot has left Home Base, a Rotation cannot be amended to include a block of Standby.
- A Block of Standby away from Home Base will not be allocated more than once within 3 consecutive Roster Periods.

#### 36.9. Reserve

# 36.9.1. The following provisions apply to Pilots assigned to reserve duties:

- Reserve is the period of time during which the Pilot is required to be contactable and available to receive an assignment for Duty.
- Notification of Duty assignments while on Reserve must be via AIMS eCrew app push notification. If push notification is not available notifications of Duty assignment shall be done via email.
- Reserve periods are indicated on the Roster.
- The maximum number of consecutive Reserve days is 7.
- The maximum duration of any single Reserve period is 8 hours per day.

- Before each period of Reserve, a minimum of an 8-hours uninterrupted rest is scheduled.
- An assigned Flight Duty Period counts from the Reporting Time.
- Reserve times do not count as Duty Period for the purpose of rest requirements or flight times and duty periods limitations.

Pilots may be scheduled for Reserve on days which are unschedulable or in lieu of a Duty from which the Pilot is de-assigned.

- Reserve 1 is scheduled from 06:00 to 14:00 local time.
- Reserve 2 is scheduled from 12:00 to 20:00 local time.
- Reserve 3 is scheduled from 16:00 to 24:00 local time.

Reserve in a Roster implies that a Reserve period, which does not result in a Duty Period, may not be retrospectively considered as part of a Recurrent Extended Recovery Rest Period.

During Reserve, a minimum of 8 hours per day is counted towards the Pilot's credit time limit.

The minimum time between notification during a Reserve Duty and start of the Duty notified is 18 hours.

#### 36.10. Rest

# 36.10.1. Minimum rest period and reduced rest

The required Rest Period before undertaking a Flight Duty Period shall be in accordance with Table 10 below.

Time zone differences are compensated by additional rest in the following cases:

At Home Base, if a Rotation involves a 4 hour time difference or more.

Away from Home Base, if a Flight Duty Period involves a 4-hour time difference or more.

Table 10: Rest

Location	Minimum Rest Period	Reduced Rest Period (with FRM approval)
Home Base with no time zone difference compensation required	Equal to the duration of the previous Duty Period or 12 hours, whichever is greater.	12 hours
Home Base with time zone difference compensation	See Article 36.10.2.	Not allowed
Home Base with no time zone difference compensation required and Company provided Suitable Accommodation (Note 1)	Equal to the duration of the previous Duty Period or 12 hours, whichever is greater.	12 hours
Home Base with time zone difference compensation and Company provided Suitable Accommodation (Note 1)	Only once between 2 Recurrent Extended Recovery Rest Periods: Equal to the duration of the previous Duty Period or 14 hours, whichever is greater.	Not allowed
Away from Home Base with no time difference compensation required	Equal to the duration of the previous Duty Period or 12 hours, whichever is greater.	12 hours
Away from Home Base after a Flight Duty Period crossing 4 time zones or more	Equal to the duration of the previous Duty Period or 14 hours, whichever is greater.	Not allowed

#### Note 1:

For Rotations which include a Rest Period at Home Base with or without time zone difference compensation and Company provided Suitable Accommodation, hereinafter referred to as 'Back to Back Operation', the following conditions apply:

 After Roster publication, the Company will do its utmost to avoid 'Back to Back Operations'.

- b) Pilots can bid for Rotations including 'Back to Back Operations'.
- c) 'Back to Back Operations' shall not be planned together with a Ground Duty, except with the consent of the Pilot.
- d) 'Back to Back Operations' shall not affect Off-Days except with the consent of the Pilot.
- e) In case a Rotation is changed into a 'Back to Back Operation' the Pilot must be notified of such a change latest 12 hours before the (re)scheduled departure time of the first sector of the Duty Period immediately before the Pilot returns to Home Base. Such a notification will be sent latest with the 'Schedule Information' email referred to in Article 36.12. If the notification time is less, a 'Back to Back Operation' can only be planned with the consent of the Pilot.
- f) The minimum Rest Period for Eastward-Westward or Westward-Eastward transitions (EWWET) is 3 Local Nights.
- g) A 'Back to Back Operation' shall not be used, if such a Rotation includes a Duty Period crossing the international date line.
- h) A Rest Period at Home Base with or without time zone difference compensation and Company provided Suitable Accommodation shall not be utilized as a Recurrent Extended Recovery Rest Period.

#### Conditions for the use of reduced Rest Periods:

- The Rest Period following the reduced rest is extended by the difference between the minimum rest and the reduced rest.
- The maximum Flight Duty Period following the reduced rest is reduced by the difference between the minimum Rest Period and the reduced rest.
- There is a maximum of 2 reduced Rest Periods between 2 Recurrent Extended Recovery Rest Periods.

#### 36.10.2. Rest at Home Base with time zone difference compensation

At Home Base, if a Rotation involves a 4-hour time difference or more, the minimum Rest Period is as specified in the table below.

Table 11: Minimum Local Nights of rest at Home Base to compensate for time zone differences when Suitable Accommodation is not provided by the Company.

Maximum time difference between Home Base Time and local time where a Pilot rests during a	Time elapsed since reporting for the first FDP in a Rotation involving at least 4-hour time difference to the Reference  Time  (hours:minutes)				
Rotation (hours)	< 48:00	48:00 - 71:59	72:00 - 95:59	≥ 96:00	
≤ 6	2	2	3	3	
>6 and ≤9	2	3	3	4	
>9 and ≤12	2	3	4	5	

# 36.10.3. Rest at Home Base on Eastward-Westward or Westward-Eastward transitions (EWWET)

In case of an Eastward-Westward or Westward-Eastward transition at Home Base, at least 3 Local Nights of rest at Home Base are provided between alternating Rotations.

# 36.10.4. Recurrent Extended Recovery Rest Periods

The minimum Recurrent Extended Recovery Rest Period shall be 36 hours, including 2 Local Nights, and in any case the time between the end of one Recurrent Extended Recovery Rest Period and the start of the next Recurrent Extended Recovery Rest Period shall not be more than 168 hours.

The Recurrent Extended Recovery Rest Period shall be increased to 2 Local Days twice every month.

Recurrent Extended Recovery Rest Periods may be scheduled concurrently with rest requirements for time zone difference compensation.

Recurrent Extended Recovery Rest Periods shall be planned, and Pilots notified sufficiently in advance.

# 36.10.5. Increased rest requirements due to Disruptive Schedules

For a Pilot performing 4 or more Night Duties, Early Starts or Late Finishes between 2 Recurrent Extended Recovery Rest Periods, the second Recurrent Extended Recovery Rest Period is extended to 60 hours. Such a Recurrent Extended Recovery Rest Period may be scheduled concurrently to other rest requirements including but not limited to rest required for time zone difference compensation.

When a transition at Home Base is planned from a Late Finish/Night Duty to an Early Start, the Rest Period between the 2 Flight Duty Periods includes 1 Local Night.

### 36.11. Delayed reporting

If due to unforeseen circumstances, the Reporting Time has to be delayed, the following provisions apply based on the number of notifications issued by the Company to the Pilot in the period between 12 hours and the latest possible notification time prior to the scheduled departure.

The latest possible notification time is:

- At Home Base: 2.5 hours prior to the scheduled departure.
- Away from Home Base: 3 hours prior to the scheduled departure or at the time of the wake-up call arranged by the Company for the relevant flight, whichever is earlier.

Notification methods:

- Default: Email.
- Alternative method on Pilot's request: via AIMS eCrew app push notification. To avoid interference with sleeping patterns, a silent notification method should be used when possible.

Communications will be identified by the wording 'delayed reporting' and specify the updated Reporting Time.

Phone inquiries or information obtained otherwise by Pilots are to be considered informal and do not qualify as delay notification.

The maximum Flight Duty Period is calculated as follows:

Table 12:

Number of notifications	Delay of Reporting Time less than 4 hours	Delay of Reporting Time 4 hours or more
1	Maximum FDP calculated based on the original Reporting Time. FDP starts counting at the new Reporting Time.	Maximum FDP is the more limiting of either the one based on the original or the new Reporting Time.  FDP starts counting at the new Reporting Time.
2	FDP starts counting 1 hour after the delayed Reporting Time if this is earlie	e second notification or at the original r.

### Notifications:

- 12 hours before the (re)scheduled departure time a 'Schedule Information' email is sent by the scheduling system. This message serves as information on the schedule and provides the original Reporting Time. Delays occurring after this gate will be handled either using Delayed Reporting message(s) or a reschedule if the delay is 12 hours or more.
- Shortly before the latest possible notification time (as specified above), a '(1st Delayed)
  Reporting Message' is sent by the scheduling system. This message provides the updated
  Reporting Time and is also sent to confirm the Reporting Time in case no delay occurs.
- In case of further delay, a '2<sup>nd</sup> Delayed Reporting Message' email may be sent manually by the Crew Scheduling Department indicating '2<sup>nd</sup> Delayed Reporting Message' in the email subject line.

### 36.12. Unforeseen circumstances in flight operations - Commander's Discretion

The conditions to modify the limits on Flight Duty Periods and Rest Periods by the commander in the case of unforeseen circumstances in flight operations, which start at or after the Reporting Time, shall comply with the following:

Table 13: Available Discretion:

FDP basis	Available Discretion	
Basic Daily	2 hours	
Extended FDP with in-flight rest	3 hours	

Before deciding to apply Commander's discretion the Commander shall take due consideration of all factors that might decrease a Pilot's alertness levels, such as:

- WOCL encroachment;
- weather conditions;
- complexity of the operation and/or airport environment;
- aeroplane malfunctions or specifications;
- flight with training or supervisory duties;
- increased number of Sectors;
- circadian disruption; and
- individual conditions of affected Pilots (time since awake, sleep-related factors, workload, previous Duties etc.).

Any such modifications must be acceptable to the Commander after consultation with all other affected Pilots.

The decision rests solely with the operating Pilots and Cargolux adopts a non-punitive response in case of non-application of Commander's discretion.

If on the final Sector within a Flight Duty Period the allowed increase is exceeded because of unforeseen circumstances after take-off, the flight may continue to the planned destination or alternate.

The Rest Period following a Flight Duty Period may be reduced, at Commander's discretion, but can never be less than 10 hours.

The Commander shall, in case of special circumstances which could lead to severe fatigue, and after consultation with the Pilots concerned, reduce the actual Flight Duty Period and/or increase the Rest Period to eliminate any detrimental effect on flight safety.

The Commander shall submit a report to the Nominated Person Flight Operations when a Flight Duty Period is increased, or a Rest Period is reduced at his discretion.

Where the increase of a Flight Duty Period or reduction of a Rest Period exceeds 1 hour, a copy of the report, to which the Nominated Person Flight Operations must add his comments, is sent to the competent authority not later than 28 days after the event.

### 36.13. Schedule robustness

Cargolux monitors the operational robustness of rostered Flight Duty Periods and will take action to change a schedule and/or crewing arrangements if the actual operation exceeds the maximum Flight Duty Period on more than 33% of the flights in that schedule during a scheduled seasonal period.

## 36.14. Compensation days

### 36.14.1 Compensation for non-scheduled computer-based training ('CBT')

During each calendar year, a Pilot must complete approximately 16 hours of computer-based training for Company related courses. Regardless of when the Pilot fulfils the training requirements, computer-based training is compensated as follows:

- a) A 'CBT' Compensation Off-Day will be scheduled at the Pilot's Home Base immediately before or after a block of Off-Days.
  - If the 'CBT' Compensation Off-Day is scheduled to start before a block of Off-Days and if the Pilot's Duty ends - whether as Operating Pilot or Positioning - 00:01 or later on this 'CBT' Compensation Off-Day, this compensation day will be rescheduled.
  - If the 'CBT' Compensation Day is scheduled immediately following a block of Off-Days and this block of Off-Days has commenced, the 'CBT' Compensation Off- Day can only be moved with the consent of the Pilot.
- b) A maximum of 14 hours per year will be covered by unused credit time accrued through Duties that were less than 8 hours, but the Pilot received the minimum 8-hour credit for that day (e.g., simulator).
- c) Any required computer-based training beyond 22 hours in a given calendar year will be compensated with 1 additional day scheduled on the Pilot's Roster as described under point a) above.
- d) Any computer-based training scheduled at Home Base will not count towards the 22 hours compensation described above.

## 36.14.2. Compensation for medical appointments and administrative tasks ('MAT')

During each calendar year, a Pilot must complete at least one aero-medical examination and several administrative tasks to comply with Company and/or authority requirements. Regardless of when the Pilot fulfils these requirements, these tasks are compensated as follows:

A 'MAT' Compensation Off-Day will be scheduled at the Pilot's Home Base immediately before or after a block of Off-Days.

- 1. If the 'MAT' Compensation Off-Day is scheduled to start before a block of Off-Days and if the Pilot's Duty ends whether as Operating Pilot or Positioning 00:01 or later on this 'MAT' Compensation Off-Day, this compensation day will be rescheduled.
- If the 'MAT' Compensation Day is scheduled immediately following a block of Off-Days and this block of Off-Days has commenced, the 'MAT' Compensation Off- Day can only be moved with the consent of the Pilot.

A 'MAT' Compensation Off-Day can be scheduled together with a 'CBT' Compensation Off-Day.

# 36.14.3. Embassy appointments ('EMB')

Required appointments at an embassy or consulate will be scheduled on the Pilot's roster (EMB). Such appointments may be scheduled as 'Back to Back Operation' and Article 36.10.1. c) is not applicable.

### 36.15. Nutrition

Cargolux will ensure that sufficient drinks and meals are available to the Pilots while on Duty, to avoid any detriment to a Pilot's performance, especially when the Flight Duty Period exceeds 6 hours.

For operating and positioning Pilots on Cargolux aircraft, a combination of meals and/or sandwiches as well as beverages and snacks are provided to cover all breakfast, lunch and dinner times as they are covered by the Duty Period on-board. The basis for mealtimes shall be the local Reporting Time.

Pilots shall judge the best time to take meal and adjust the amount and type of food according body rhythm and the remaining Duty Period.

# 36.16. Off-Day Scheme

### 36.16.1. General

- a) An Off-Day is defined as a period of 24 hours free of all Duties commencing at 00:01 local time.
- b) All Off-Days will be fixed at Home Base.
- c) Each Pilot is entitled to 12 Off-Days at Home Base per Roster Period. Consecutive Off-Days will be allotted to each Pilot in 2 blocks and will be clearly identified on the Rosters as:
  - 7 Off-Days (identified as 'A' Days), and
  - 5 Off-Days (identified as 'B' Days) during 6 Roster Periods of a calendar year or
  - 5 Flexible Off-Days (identified as 'C' Days) during the other 6 Roster Periods of a calendar year.
- d) The number of 'B' Day blocks scheduled by the Company is limited to not more than 2 per Calendar Quarter, except if requested by or with the prior consent of the Pilot concerned.
- e) The entitlement for 'B' Days per calendar year for a Pilot on a part time scheme providing full Roster Periods off is reduced according to Table 14 below:

Table 14:

Number of full Roster Periods off per calendar year	Number of 'B' Day blocks per calendar year
1	6
2	5
3	4
4	3
5 or more	3

f) The entitlement for 'B' Days per calendar year for newly employed Pilots in the first year of service and Pilots when on long term sick leave (2 full Roster Periods or more) is reduced according to Table 15 below:

Table 15:

Number of full Roster Periods <sup>910</sup>	Number of 'B' Day blocks per calendar year
11 or more	6
9 or 10	5
7 or 8	4
5 or 6	3
3 or 4	2
2	1
1	0

- g) Only for unpaid leave as per Article 12.2.4. or parental leave as per Article 12.2.5. commencing or ending, or in case of retirement commencing on the second day or later of a Roster Period, the following applies:
  - 1. The number of Off-Days in that Roster Period will be calculated as follows:
    - i.) 12 Off-Days divided by the number of calendar days of that Roster Period, times the number of available calendar days before the first day of leave or retirement or in case of returning from leave after the last day of leave in that Roster Period. In case the calculated number of Off-Days would not fall on a whole number, it will be rounded up if the first decimal is equal to or greater than 5, and if the first decimal if lower than 5, the calculated number will be rounded down.
      - ii.) If the number of Off-Days calculated in a) is equal to or less than 5, all Off-Days will be identified as 'B' or 'C' Days; if the number of Off-Days calculated in i.) is greater than 5 but less than 7, 1 Off-Day will be identified as 'A' Day and the remaining Off-Days as 'B' or 'C' Days; if the number of Off-Days calculated in i.) is equal to 7 all Off-Days will be identified as 'A' Days; if the number of Off-Days calculated in i.) is greater than 7, 7 Off-Days will be identified as 'A' Days and the remaining Off-Days as 'B' or 'C' Days.

Number of full Roster Periods after completing initial ground training as defined in Article 43 or full Roster Periods after returning from long term sick leave.

Number of full Roster Periods in the calendar year in which unpaid leave as per Article 12.2.4., parental leave as per Article 12.2.5. commences or ends or retirement commences.

- 2. The number of 'B' Day blocks in the calendar year in which unpaid leave as per Article 12.2.4. or parental leave as per Article 12.2.5. is commencing or ending or in which retirement is commencing are stipulated in Table 15.
- h) Unless requested by or with the prior consent of the Pilot concerned, no Duties consisting solely of ground training and simulator fill ins will be scheduled between
  - two Off-Day blocks,
  - an Off-Day block and a Vacation Period.
- No period in excess of 19 consecutive Duty days will be scheduled between 2 blocks of Off-Days or a block of Off-Days and a Vacation Period, except if requested by or with the prior consent of the Pilot.
- j) Not more than twice per calendar year up to 2 days of a block of Off-Days can be scheduled to overlap into the next Roster Period, unless requested by or with the prior consent of the Pilot concerned.
- k) Pilot requests via the PBS are defined in Article 36.20

## 36.16.2. 'A' Days and 'B' Days

- a) Notwithstanding a Delayed Arrival at Home Base on the first 'A' Day or 'B' Day of an Off-Day block, once a block of 'A' Days or 'B' Days has been published, they cannot be altered without the consent of the Pilot concerned.
- b) If a Pilot's Ground Duty is not completed by 22:00 local time before the first 'A' Day or 'B' Day of an Off-Day block, the Pilot is entitled to select compensation from the alternatives 1 to 3 listed below.
  - If the Pilot's Duty Period ends whether operating or Positioning 00:01 local time, or later, on the first 'A' Day or 'B' Day of an Off-Day block, the Pilot is entitled to select compensation from the alternatives in 1 to 3 listed below:
  - 1. Move the 'A' Days or 'B' Day as a block to accommodate the late arrival at Home Base, or
  - 2. the block of 'A' Days or 'B' Days may be shortened to accommodate the late arrival at Home Base by receiving compensation at the rate of 2 Off-Days for every 'A' Day or 'B' Day lost, within the next unpublished Roster Period, attached to the 'A' Days block for that Roster Period, or
  - 3. the block of 'A' Days or 'B' Days may be shortened to accommodate the late arrival at Home Base receiving compensation by the payment of Off-Day overtime according to the following formula: (basic salary divided by 173) plus 50% supplement with not less than 8 hours counted per missing Off-Day.

In case a Pilot selected compensation under 2 or 3 above, Duty hours worked on 'A' Days or 'B' Days are not added to the total Roster Period credit hours.

- c) A Pilot who is entitled to select compensation as per b) 1. to 3. of this article, shall inform Crew Control by email which compensation he selects. An email in this respect shall be considered as received by Crew Control at the moment the email has been sent by the Pilot from his company provided email account, as indicated by the email's time stamp. Furthermore, the following provisions shall apply:
  - 1. If the Pilot selects to receive compensation as per b) 1. of this article, the Pilot shall inform Crew Control of his choice no later than 30 minutes after the Duty Period immediately preceding the first 'A' or 'B' Day of the Off-Day block ends.

2. If the Pilot selects to receive compensation as per b) 2. or 3. of this article, the Pilot shall inform Crew Control of his selection no later than 23:59 Luxembourg local time on the seventh day following the last worked 'A' or 'B' Day. In any case, if the email informing Crew Control of the Pilot's selection is received by Crew Control after 00:00 Luxembourg local time on the third Business Day prior to the Roster publication date as specified in Article 36.18., the selected compensation will be given in the subsequent Roster Period the latest.

If the Pilot did not inform Crew Control until 23:59 Luxembourg local time on the seventh day following the last worked 'A' or 'B' Day, compensation as per b) 3. of this article will be paid and the Pilot is not entitled to any other compensation.

In case of a Delayed Arrival at Home Base Article 36.16.2. b) does not apply, however, the Pilot will receive compensation by the payment of overtime payment according to the following formula: (basic salary divided by 173) plus 50% supplement, for the time spent on Duty between 00:01 local time and the end of Duty.

# 36.16.3. 'C' Days

- a) Once a block of 'C' Days has been published, it can only be changed as follows:
   It can be moved as a block by not more than 5 consecutive days from the scheduled dates when the Initial Roster was published provided that the Pilot receives a minimum
  - 24 hours' notice of the planned change before the first 'C' Day of an Off-Day block commences.
- b) If a Pilot's Ground Duty is not completed by 22:00 local time before the first 'C' Day of an Off-Day block, the Pilot is entitled to select compensation from the alternatives in 1 or 2 listed below.
- c) If the Pilot's Duty ends whether operating or Positioning 00:01, or later, on the first 'C' Day of an Off-Day block, the Pilot is entitled to select compensation from the alternatives 1 or 2 listed below:
  - 1. Move the 'C' Days as a block to accommodate the late arrival at Home Base. If a block of 'A' Days or a Vacation Period has been published immediately following the block of 'C' Days, the missing 'C' Days can be moved as a block to commence immediately following the block of 'A' Days or a Vacation Period.
  - 2. The block of 'C' Days may be shortened to accommodate the late arrival at Home Base by receiving compensation at the rate of 1 Off-Day for every 'C' Day lost, within the next unpublished Roster Period, attached to the 'A' Days block for that Roster Period, carrying the same value as an 'A' Day. In case the entire block of 'C' Days will be moved into the next unpublished Roster Period, the Pilot is credited in addition with 8 Duty Hours, not counting to the maximum Duty Hours' limitation.
- d) A Pilot who is entitled to select compensation as per c) 1. to 2. of this article, shall inform Crew Control by email which compensation he selects. An email in this respect shall be considered as received by Crew Control at the moment the email has been sent by the Pilot from his company provided email account, as indicated by the email's time stamp. Furthermore, the following provisions shall apply:
  - If the Pilot selects to receive compensation as per c) 1. of this article, the Pilot shall
    inform Crew Control of his choice no later than 30 minutes after the Duty Period
    immediately preceding the first 'C' Day of the Off-Day block ends.

2. If the Pilot selects to receive compensation as per c) 2. of this article, the Pilot shall inform Crew Control of his selection no later than 23:59 Luxembourg local time on the seventh day following the last worked 'C' Day. In any case, if the email informing Crew Control of the Pilot's selection is received by Crew Control after 00:00 Luxembourg local time on the third Business Day prior to the Roster publication date as specified in Article 36.18, the selected compensation will be given in the subsequent Roster Period the latest.

In case of a Delayed Arrival at Home Base Article 36.16.3. c) does not apply, however, the Pilot will receive compensation by the payment of overtime payment according to the following formula: (basic salary divided by 173) plus 50% supplement, for the time spent on Duty between 00:01 local time and the end of Duty.

# 36.16.4 Personal Hardship

In the event of personal hardship Pilots are encouraged to approach the Chief Pilot's Office for support if time off or other support is required. A request for a long-term deviation from the normal Pilot rostering practices due to personal hardship shall be made in writing to the Chief Pilot's Office with supporting documents attached to the request.

Once a year the Delegation will be informed of the cases of long-term deviations of more than 3 Roster Periods from the normal Pilot rostering practices due to personal hardship. The information will be provided in a de-identified manner and include the duration of the deviation.

### 36.17. Vacation

The annual vacation for a Pilot will be 42 calendar days per year as from the first year of service. Vacation for an incomplete year of service equals to number of months employed by the Company times 3.5 days.

### 36.17.1. Vacation - General Rules

A Vacation Period begins and ends at the Pilot's Home Base.

Once a Vacation Period has been allocated on a Pilot's Roster it cannot be changed without the consent of the Pilot.

The Pilot will be scheduled to be off Duty for at least 12 hours before the start of a Vacation Period.

In case of Ground Duty at Home Base, the Pilot will be scheduled to be off Duty for at least 6 hours before his Vacation Period begins. A Pilot is entitled to stop a Ground Duty at Home Base in case the Ground Duty is not completed 6 hours before his Vacation Period begins.

If a Pilot's Duty other than Ground Duty is not completed between 12 and 6 hours before the first Vacation Day, the Pilot is entitled to overtime payment for hours worked between 12 hours before the first Vacation Day and end of Duty. Compensation shall be equivalent to Roster Period Overtime as defined Article 38.5.1 and shall be paid in addition to any overtime worked by the Pilot during the Roster Period when late arrival before Vacation occurred.

If a Pilot's Duty other than Ground Duty is not completed 6 hours before the first Vacation Day, then the Pilot is entitled to:

- a) Compensation payment for hours worked between 12 hours before the first Vacation
  Day and end of Duty. Compensation shall be equivalent to Roster Period Overtime as
  defined Article 38.5.1. and shall be paid in addition to any overtime worked by the Pilot
  during the Roster Period when late arrival before Vacation occurred and;
- b) one additional Vacation Day will be added to the Pilot's vacation entitlement and;
- c) select compensation from the following alternatives:
  - i. move the Vacation Days as a block to accommodate the late arrival at Home Base or:
  - ii. reduce the Vacation Days of the Vacation Period concerned to accommodate for the late arrival at Home Base. The reduced Vacation Day(s) will be added back to the Pilot's vacation entitlement.

If it is anticipated that a Pilot cannot be scheduled to be off Duty at Home Base latest by 00:00 local time of the first Vacation Day of a Vacation Period, Cargolux will send a standardized email to the affected Pilot's company email address in order to find out whether the Pilot agrees to fly into his Vacation Day or not. This email will be sent latest 12 hours before the (re)scheduled departure time of the first sector of the Duty Period immediately before the Pilot returns to Home Base. Only a positive reply from the affected Pilot or acceptance of a roster change qualifies for a compensation as per letter d) below.

- d) If the Pilot agrees to fly into his Vacation Day(s), then the affected Vacation Day(s) will be swapped with Off-Days in the respective Roster Period and compensation as foreseen in Article 36.16.2. b) 3. will be applied. This rule is also applicable, if a Pilot offers to be available for any Duty during his Vacation Period. In such cases the compensation for late arrival into a Vacation Period as per Article 36.17.1. is not applicable.
- e) If the Pilot does not agree to be off Duty after 00:00 local time on his first Vacation Day of a Vacation Period, Cargolux will use all reasonable efforts to ensure that the Pilot will arrive at Home Base according to Article 36.17.1. In this case, any late arrival will be compensated as per Article 36.17.1, including overtime payment for the time between 12 hours before the start of the first originally planned Vacation Day and the time when the Pilot's Duty ends at Home Base.

If a Pilot agrees to voluntarily fly in his Off-Day that is scheduled immediately prior a Vacation Period, the compensation as per Article 36.17.1 will not be applicable and any delay into the Vacation Period will be compensated as per Article 36.17.1 d). If no Off-Days are left to be swapped in the respective Roster Period, the affected Vacation Days will be added back to the Pilot's vacation entitlement.

Swapping Vacation Day(s) with Off-Day(s) should preferably make use of fixed Off-Days (e.g. A-Days, B-Days) and can be backdated within the respective roster period.

The Company will use all reasonable efforts to ensure that a Pilot will be off Duty at Home Base latest at 00:00 local time of the first Vacation Day of a Vacation Period. Only in case of reasons outside the control of the Company (*Force Majeure*), a Pilot's Rotation may be extended without the expressed consent of the Pilot, so that the Pilot would be off Duty after 00:00 local time. In this case the Pilot will be reimbursed any proven financial damage resulting from not being off Duty at Home Base latest at 00:00 local time of the first Vacation Day of the Vacation Period concerned.

Vacation during the initial training period is addressed in the individual employment contract.

During the calendar month in which the Pilot is on vacation, his crew duty will be regulated as follows for the purpose of calculating overtime:

Each day of vacation time is credited as 8 hours towards the 173 hours limit per Roster Period. For the calculation of paid vacation hours, 8 hours per day and 56 hours per week will however be taken into account.

Requesting and allocation of vacation time for Pilots is regulated in a vacation agreement concluded between the Company and the Pilot Representatives.

# 36.17.2. Sickness during vacation

If a Pilot falls ill during his vacation, the days during which he is ill will not be counted as vacation if he notifies Crew Control by means of a doctors' certificate.

8 hours per day are counted towards credit hours, but not more than 40 hours per week for sickness of more than 5 consecutive days. This rule applies for sickness during the year.

### 36.18. Publication of Rosters

A Roster will be published at least 14 days prior to the first day of the Roster Period unless prevented due to unforeseen circumstances. After publication, Rosters can be modified by Crew Control or Crew Planning if required for operational reasons.

## 36.19. Changes to Rosters and Roster amendments

## 36.19.1 Changes to Rosters

Pilots shall inform themselves of their Duty assignments between 18 and 12 hours prior to the ending of unassigned time, Off-Days, sickness or Vacation Period and acknowledge the assignment to Crew Control.

### 36.19.2 Roster amendments

Amendments to Rosters are published and notified in a way not to negatively affect the opportunity for Pilots to plan adequate rest.

Amendments to FDPs within the time period of 18 hours or less of the (re)scheduled departure time are subject to the following restrictions:

Time period (hours)	Restrictions
≤18 and > 12	<ul> <li>The following changes require prior consent of the Pilot:</li> <li>Disruptive changes defined as either: <ul> <li>a change in departure and/or destination airport resulting in an increase in FDP of 3 hours or more compared to the previously planned FDP;</li> <li>an increase in sector count combined with an increase in FDP of 2 hours or more compared to the previously planned FDP;</li> <li>a change from Duty to flight Duty (FDP);</li> <li>a change in crew composition from Augmented Flight Crew to Standard Flight Crew unless the new FDP is at least 4 hours shorter than the previously planned FDP; or</li> <li>a change in crew composition from Standard Flight Crew to Augmented Flight Crew unless the resulting increase in FDP is less than 4 hours.</li> </ul> </li> <li>Advancing the FDP Reporting Time: <ul> <li>by 2 hours or more; and/or</li> <li>the resulting change is inserted less than 14 hours before the new estimated time of departure.</li> </ul> </li> </ul>
≤12	<ul> <li>The following changes require prior consent of the Pilot:</li> <li>Disruptive changes defined as either: <ul> <li>a change in departure and/or destination airport resulting in an increase in FDP of 1 hours or more compared to the previously planned FDP;</li> <li>a change from Duty to flight duty (FDP); or</li> <li>changes in crew composition except crew augmentation for the previously planned FDP.</li> </ul> </li> <li>Advancing the estimated time of departure by more than 30 minutes.</li> </ul> <li>Note:  Advancing flights within 14 hours of the estimated time of departure shall be avoided except for small adjustments to optimize the estimated time of departure in accordance with slots, curfews, NOTAMS, updated flight times etc.</li> <li>Note:  In case of a change of a Duty from Positioning duty to a FDP for the same planned sector(s) the Pilot must ensure that he is sufficiently rested for the FDP.</li>
After Reporting Time	No changes allowed except:  Change of destination airport with a planned FDP increase of less than 1 hour;  Crew augmentation for the previously planned FDP; or  Necessary changes due to the diversion of the inbound aircraft.

# 36.20 Preferential Bidding System

The Company uses Jeppesen Crew Rostering software to create Rosters as per Article 36.2 while considering Pilot preferences. The Pilot will indicate his preferences for a Roster Period via a dedicated Preferential Bidding System (PBS) until the respective bidding deadline.

A Pilot can request via the PBS:

- a) to have the block of 'A' Days and the block of 'B' Days or 'C' Days planned separately,
- b) to have the block of 'A' Days and the block of 'B' Days or 'C' Days planned together (as 12 consecutive Off-Days),
- to waive Articles 36.10.1.c), 36.10.1.g), 36.10.1.h) or 36.16.1. i) when requesting to have the block of 'A' Days and the block of 'B' Days or 'C' Days planned together (as 12 consecutive Off-Days),
- d) to have a block of 'B' Days planned in a specific Roster Period,
- e) to have a block of Off-Days starting on a specific date,
- f) a block of Off-Days to encompass specific dates,
- g) to split and wrap Off-Days around a Vacation Period,
- h) to reduce a block of 'A' Days or a block of 'B' Days to a minimum of 3 Off-Days in which case the separated Off-Days will be attached to the other block of 'A' Days or 'B' Days in the respective Roster Period,
- i) a block of Off-Days to overlap into the next Roster Period,
- i) a layover at specific destinations.

The Company will ensure that all required technical changes to realize above mentioned bidding options will be implemented until latest 30 November 2024. If changes can be realized at an earlier stage, the Company will do so without unnecessary delay. In case of any anticipated delay of this implementation for reasons outside the control of the Company, the Chief Pilots Office will meet with the Pilot Representatives to agree on an alternative timeline to minimize the delay irrespective of any additional cost.

Representatives of the Crew Planning Department will meet with the Pilot Representatives once per calendar month. The objective is to have a forum to jointly define and review PBS key performance indicators with the focus on balancing the quality of life for the Pilots with the required efficiency of the Company.

To this effect, representatives of the Crew Planning Department, Chief Pilot's Office and the Pilot Representatives will explore:

- how the existing request options for Off-Days could be expanded and how options to request Rotations could be made available,
- b) how pilot seniority is considered when awarding requests for Off-Days, layover destinations and/or Rotations,
- c) an acceptable request award rate,
- how and over which time-period the workload is distributed evenly and fairly between the Pilots while always managing fatigue,
- e) how roster stability can be increased.

The related statistics and analysis will be shared on a regular basis within the working group to identify areas which may require adjustments to maintain a balance between efficiency, fatigue levels, workload distribution, roster stability and request award rate. It is understood

that any such statistics and/or analysis is confidential information that shall remain within that working group.

### Art. 37. PER DIEM, HOTEL AND TRAVEL

#### 37.1. Per diem

- **37.1.1.** A per diem allowance is paid to every Pilot while away from Home Base as follows:
- €4.50 per duty hour for Captains.
- €4.00 per duty hour for other Pilots.
- **37.1.2.** Per diem is not applicable when local training flights are performed. The per diem shall in no event constitute an element of the Pilot's salary.
- **37.1.3.** Duty hours for per diem payments start at the Reporting Time at Home Base and ends 30 minutes after Block On of the flight at Home Base.

If the flight is cancelled or delayed to such extent that the Pilot is sent home for crew rest, the per diem only starts upon the return of the Pilot for the actual flight.

- **37.1.4.** The per diem shall be paid through bank transfer to the Pilot's bank account in Luxembourg. The Company shall not bear any other costs (e.g. bank charges) raised by the Pilot's bank on any per diem transfers.
- **37.1.5.** In the event of a change in applicable law or the interpretation thereof by the tax authorities having adverse tax consequences for the Company and/or the Employees, the Parties shall forthwith consult to adapt the per diem scheme to the changing circumstances.

### 37.2. Hotel and Breakfast

**37.2.1.** A quiet and clean individual hotel room of good standard for each Pilot, suitable for rest with internet access and breakfast as foreseen in the individual hotel contract, will be paid by the Company for each Pilot on Duty away from Home Base or at Home Base on a 'Back-to-Back Operation'. All extra personal expenses arising in the hotel will be paid by each individual Pilot. Hotel standards are defined in Table 16 below

### 37.2.2. Hotel Committee

The Pilot Representatives will appoint a Hotel Committee that will in cooperation with Travel Services suggest suitable hotels for crew rest to participate in the tender.

The Hotel Committee shall be an integral part of the working structure responsible for hotel selection and shall be given transparency of the tender process, negotiated terms and conditions as well as access to all hotel contracts' conditions.

The Hotel Committee will be scheduled to meet twice per year on strategic dates that precede upcoming hotel contract expiries and/or required tenders. Between these meetings data on hotel issues and voyage reports will be circulated to highlight deficiencies related to standards and contracts

#### 37.2.3 Selection of Hotels

The Hotel Committee will follow a process where Travel Services will tender the mutually agreed hotels to be in compliance with the Company policies and procedures, including minimum Hotel Standards. Once this process is complete a list will be forwarded to the Pilots

in the Hotel Committee to plan hotel inspections, if needed, with the assistance of Travel Services.

The hotel selection process shall include a reliable possibility for the pilot Hotel Committee members, that does not interfere with preflight-rest requirements, to perform hotel inspections to facilitate the recommendation of suitable hotels for a tender process at existing (online) stations. For new (offline) stations a hotel inspection shall be made possible to a Pilot Hotel Committee member as soon as practicable after regular commencement of the flight operations to that station to confirm the suitability of the hotel.

Based on the tender evaluation, Travel Services will inform the Hotel Committee about the shortlisted hotels for final consultation.

### 37.2.4 Location of Hotels

Hotels shall be located in a safe and affluent area. Airport hotels are not desirable and should only be used when security situation dictates or in consent with the Hotel Committee.

## 37.2.5. Temporary unavailability

If a hotel is fully booked upon arrival on short notice an adequate alternative should be used. The location and standards may deviate but should be as close as possible to the defined standards.

Table 16: Hotel standard criteria

Hotel Standard criteria	
	Secure location and surrounding area (considering up-to-date travel warnings)
	Sprinklers in rooms
	Sprinklers in corridors
Coccurity, and Slight	Smoke detectors in rooms
Security and flight safety related	Smoke detectors in corridors
	Secure luggage storage area
	No heavy constructions undergoing
	Soundproof windows
	Non-disturbance of crew by hotel staff guaranteed during rest times
	24/7-room service
	Black-out curtains
	Safe deposit box
Facilities	Internet connections in room, wireless
	Non-smoking rooms available
	At least one restaurant for lunch and dinner available
	Independent and functioning climate control
	Breakfast
	Breakfast included in room rate
	Breakfast cost usable as room service (optional)
Facilities	Transportation
Optional	Shuttle service available to and from the airport (if available)
	Recreational facilities and restaurants in close area
	Sports facilities
	Gym available

### 37.3 Crew Positioning Travel

# 37.3.1. Commercial Positioning Travel

All Crew Positioning flights will be booked 'Business Class' or better unless agreed differently between the Company and the Pilot Representatives for specific routes, or unless 'Business Class' is not provided on a specific route. 'Economy Class' will be used on Luxair intra-European point-to-point flights. Other than USA 'First Class' domestic flights all other 'First Class' bookings will require approval by the Chief Pilot's Office.

## 37.3.2. Private Positioning on Company aircraft

In consistency with international airline practices, Pilots may travel on Company aircraft in uniform for personal purposes by being listed on the General Declaration. No ticket is issued for this travel. The consent of the Chief Pilot is required, and the travel priority is always the lowest level as per the Cargolux travel policy. The Pilot may be asked by the operating Captain to assist in the operation of the aircraft.

#### Art. 38. SALARY

# 38.1. Salary scale

The individual salary will be paid in accordance with the salary scale tables provided for under Part VI which tables take account of the following salary increases for all Pilots during the present CWA:

2.5% increase as of 1 September 2023;

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#### [...]

- 1% increase as of 1 September 2024; and
- 1% increase as of 1 September 2025; and
- 1% increase as of 1 September 2026.

Newly hired Pilots will start at TU 0, except as provided in Article 38.2 below.

## 38.2. Seniority for salary purposes

The seniority for salary purposes shall be determined as follows:

- a) In case a Pilot has been flying for Cargolux prior to his current Cargolux contract through an interim contract, or if he involuntary left the Company at a certain point in time, the time flying for Cargolux prior to his current Cargolux contract will be totalled in days and divided by 30. The number of months obtained will be divided by 12 to get the years of seniority. These years will be added to his Cargolux years as Pilot and the TU will be fixed in accordance with the end result in years.
- b) In case the start date with Cargolux is identical to the start date of the Pilot's contract with Cargolux, the seniority for salary will be based on the years spent with Cargolux. In case the start date with Cargolux is prior to the start date of the Pilot's contract with Cargolux, only the years as Pilot will be counted to establish the correct TU. Years as Pilot will start with the date when the Pilot has been checked out.

# 38.3. Event date for Time Unit change

Time Unit changes will be implemented in accordance with the general rules under Article 13.1.3. of this CWA.

# 38.4. Event date for increase through upgrading

- a) Increases resulting from a promotion (JFO to FO, FO to SFO) are due from the first day of the month following the promotion maintaining the Pilot's current TU until the next event date
- b) Increases resulting from an upgrading from First Officer to Captain are due from the Check Out Date communicated by Flight Operations maintaining the Pilot's current TU until the next event date.
- c) If the event date for a TU increase coincides with the effective date of a promotion, the TU increase will be applied before the promotion-related increase.

### 38.5. Overtime for Pilots

Overtime is paid in accordance with the 2 systems outlined below. Overtime is always calculated on the system which is more favourable to the Pilot. Only one system is used for actual payment of overtime.

#### 38.5.1. Roster Period Overtime

Overtime is paid for every Duty hour worked above 173 Duty hours in one Roster Period.

The hourly overtime rate is based on individual monthly salary divided by 173 plus a supplement of 50%.

### 38.5.2. Crew Duty Time is counted as follows:

- a) Duty Period
- b) 8 hours Duty are counted for every day when the Pilot is not scheduled for off time at Home Base
- c) 8 hours are also counted for every day where the Flight Duty Period is less than 8 hours
- d) attending ground school at Home Base, 8 hours are counted per day
- e) for non-flying duties, the actual time spent on Duty will be counted towards the total Duty hours in one Roster Period, with minimum of 8 hours a day.

# 38.5.3. Block Hours Roster Period Overtime

**38.5.3.1.** Overtime is paid for every Block Hour worked above 75 Block Hours in a Roster Period.

The hourly overtime rate is based on individual monthly salary divided by 173 plus a supplement of 100%.

**38.5.3.2.** For the Block Hours Roster Period, overtime Block Hours are counted as follows:

- a) Hours as Operating Pilot, operating on flights
- b) Hours from simulator time (in simulator)
- c) 50% of Positioning Time.

# 38.6. Work during night, Sundays and legal holidays

- a) A supplement of 30% is paid for every Duty hour worked during the night. As night is considered the local time between 22:00 and 06:00. The local time of the departure place is taken as reference time for the calculation. The maximum length of one night period is 8 hours.
- b) A supplement of 70% is paid for every Duty hour worked on a Sunday, (8 hours/day are also counted if a crew rest away from Home Base falls on a Sunday).
- A supplement of 100% is paid for every Duty hour worked on a Luxembourg legal holiday. (8 hours/day are also counted if a crew rest away from Home Base falls on such a holiday).

For b) and c) the UTC time between 00:00 and 23:59 is used.

### Art. 39. PROCEDURE IN CASE OF SICKNESS

**39.1.** If a Pilot falls sick, he shall notify Crew Control as soon as possible before the start of his next Duty Period.

In case of sick leave lasting more than 1 duty day, a medical certificate, covering the duration of the sickness including the first workday, shall be provided and reach Crew Control within 72 hours from the beginning of the sickness, except for reasons outside the Pilot's control.

If the Pilot has been sick for a single duty day or a part of it, without medical certificate already 3 times during the calendar year, the Chief Pilot Office can request a medical certificate to be provided to Crew Control for any future single day sick leave during the same calendar year. The Chief Pilot Office shall notify the Pilot in writing of such a request in advance.

The Pilot shall inform Crew Control when he is no longer on sick leave.

- **39.2.** The Pilot must respect Commission Regulation (EU) 1178/2011 Annex IV Part-MED regulations regarding periods of sickness, medical treatment, and hospital admissions.
- **39.3.** If a Pilot knows that he will have to be absent for medical reasons, he shall notify Crew Control in advance so that Crew Planning can take the planned absence for medical reasons in consideration when correcting or establishing the Roster.

### 39.4. Sickness while on a Rotation

- **39.4.1.** When a Pilot reports sick during a Rotation away from Home Base or is quarantined due to health reasons by the competent authorities, he is not at the disposal of the Company, hence not on Duty. Consequently, Article 36.16.2. which foresees compensation for the lost 'A' Days or 'B' Days does not apply, as well as Article 36.16.3. Following the opinion of the Delegation, the Company will support Pilots who on their 'A', 'B' or 'C' Days are away from Home Base due to sick leave, which is however not attributable to the Company.
- **39.4.2.** When a Pilot reports sick on Rotation and a sickness risks to last more than 3 days and/or continue to the Off-Days, the Pilot shall contact the Chief Pilot's Office to discuss a possibility of repatriation to the Home Base. The Company will assist the Pilot to return to the Home Base as soon as possible, under condition that transportation/travel is authorised by a doctor. When an insurance company is involved in repatriation, the return to the Home Base shall be subject to its rules and regulations.
- **39.4.3.** To make sure that the Pilot's health condition is compatible with repatriation, the Pilot shall consult the Company's aeromedical examiner or his treating doctor.

- **39.4.4.** Should the Company's aeromedical examiner or the Pilot's treating doctor advise against repatriation and if such advice is supported by a medical certificate issued not later than on the third day of sickness, the Company will allocate one Off-Day for each Off-Day spent away from Home Base due to sickness. The Company will allocate one Off-Day for each Off-Day spent by a Pilot away from Home Base due to quarantine for health reasons ordered by the competent authorities.
- **39.4.5.** For avoidance of doubt, if there are no clear medical counterindications for repatriation supported by due documents, but the Pilot does not wish to be repatriated, Article 39.4.4 does not apply.
- **39.4.6.** The medical reasons behind supporting the repatriation or advising against it shall remain confidential and shall not be disclosed to the Company.
- **39.4.7.** Off-Days spent away from Home Base due to sickness or quarantine while on a Rotation will be moved to the next calendar days upon arrival at Home Base that are neither a Vacation Period nor Off-Days, regardless of whether the sick leave continues. For avoidance of doubt, if the Pilot objects to the move of Off-Days as per Article 36.16.1. j), these Off-Days will be lost.

#### Art. 40. CREW PENSION PLAN AND BRIDGE

### 40.1. Defined Contribution Pension Plan

The Company provides a defined contribution plan as supplementary pension scheme to the Pilots, on terms and conditions as per the law on supplementary pension schemes.

# 40.2. Bridge Agreement

**40.2.1.** On June 22, 2000, an agreement was signed between the Parties regarding a benefit scheme for crews who have reached age 60 (the "Bridge Agreement").

In the Bridge Agreement, the following was agreed upon:

- a) A Pilot will have the option to be freed from any Duty at the age of 60 until the moment he is 65 years old.
- b) Cargolux continues to pay to that Pilot 12 times per year a monthly salary based on 2% of his last basic monthly salary multiplied by the years worked for Cargolux. The salary is limited to 70% of the basic salary.
- c) Cargolux will continue to cover the Pilot for health and pension based on the new salary. The new salary will also be used for the calculation of the complementary corporate pension scheme.
- d) The Pilot that chose to be freed from Duty as per above shall stay under the old Defined Benefit Pension Plan.
- **40.2.2.** The time period during which the option provided for by the Bridge Agreement was granted to Pilots lasted from 22 June 2000 until 01 June 2004. After 01 June 2004, that option was not available anymore.
- **40.2.3.** The Bridge Agreement regulates the situation of those Pilots who between 22 June 2000 and 01 June 2004 have opted not to join the new defined contribution plan for Pilots, but to stay under the old Defined Benefit Plan combined with the bridge salary explained above.

#### Art. 41. PILOT LICENSE

- **41.1.** All reasonable efforts will be made by Cargolux to support a Pilot in order to enable him to obtain the necessary required license to fly Cargolux airplanes. It is however the Pilot's responsibility to have, at all times, a valid pilot license and necessary endorsements required to work as a Pilot in Cargolux.
- **41.2.** Cargolux will reimburse the issuance, revalidation and/or renewal costs of a pilot's license and endorsements required to work as a Pilot in Cargolux. The maximum reimbursed amount is the amount charged by the Luxembourg Civil Aviation Authority ('DAC-L') for this service.
- **41.3.** Pilots holding a license administered by the DAC-L are freed from the administrative requirements and advance of payment for license and/or endorsement issuance, revalidation or renewal. Pilots holding licenses other than those administered by the DAC-L, shall ensure timely issuance, revalidation and/or renewal of their license and endorsements needed to work as a Pilot in Cargolux. Pilots not holding a license administered by the DAC-L, will submit a miscellaneous expense report in order to have his license and endorsement issuance, revalidation and renewal fees reimbursed.

### Art. 42. INSURANCE, MEDICAL AND HEALTH

### 42.1. Personal Accident Insurance

- **42.1.1.** All Pilots are covered by a full 24-hour world-wide accident insurance policy, the specific details of which are available at the Company's insurance Department. The accident insurance contains a repatriation scheme. For avoidance of doubt and without prejudice to Article 10.4., such insurance is not valid whilst a Pilot is working for another employer or for himself as an independent for remuneration.
- 42.1.2. Minimum sums insured in case of death or permanent disability caused by an accident:

All Pilots: €30,000 (index 100)

The amount shall be paid gross of taxes.

#### 42.2. Loss of Aeromedical Fitness Indemnification

The Company indemnifies a Pilot who has permanently lost his aeromedical fitness, under the condition that he has been under a permanent contract for at least 12 months at the time of loss of aeromedical fitness. To receive the indemnification a Pilot shall provide the Company with a written confirmation by the competent authority of permanent loss of aeromedical fitness. Should the administrative procedure of the competent authority in Luxembourg change, it shall not lead to automatic withholding of the right to indemnification for the concerned Pilots. In that case, the Parties will negotiate in due course a new procedure.

Pilots who depend on a competent authority that does not issue a written confirmation of permanent loss of aeromedical fitness shall not be disadvantaged. In this case, to receive the indemnification an affected Pilot may be requested by the Company to undergo a medical examination by a medical doctor of the Company's choice to record an aeromedical unfitness. If the medical doctor of the Company's choice records an aeromedical unfitness the concerned Pilot will then receive one third of the sum insured. To receive the two remaining thirds of the sum insured the Pilot will have to undergo an examination by a medical doctor of the Company's choice twelve months following the first examination for the second third

and twenty-four months following the first examination for the last third. The total sum insured will be calculated based on the age of the Pilot on the date of the first declaration of his loss of aeromedical fitness. The total sum insured will be paid out latest at the termination of the employment contract given that the first examination by a medical doctor of the Company's choice recorded an aeromedical unfitness without prospects of improvement in the foreseeable future.

This indemnification is not cumulative with the personal accident insurance policy as set out under Article 42.1.1. and is only paid once.

The commitment by the Company to indemnify a Pilot expires after the first full month following the Pilot's 60<sup>th</sup> birthday. After the age of 55, the sum insured reduces at 10% per annum until 60 years of age (as per following Table 17). It excludes other indemnification for loss aeromedical fitness due to disablement which is the cause of sickness or other medical reasons existing before the date of employment.

Table 17: Loss of aeromedical fitness scheme

Below 55 years of age	
Between 55 years of age and 56 years of age	
Between 56 years of age and 57 years of age	
Between 57 years of age and 58 years of age	
Between 58 years of age and 59 years of age	
Between 59 years of age and 60 years of age plus one month	
Above 60 years and one month plus one day	

The sum insured, identical for both Captain and First Officer, amounts to €35,102.78 at index 100. The amount is a gross taxable amount.

The Parties commit to evaluate alternative schemes on loss of permanent aeromedical fitness.

### 42.3. Medical Costs

- **42.3.1.** All medical examination costs incurred by Pilots in order to maintain their Pilot's license and not reimbursed by National Health Care will be paid by Cargolux.
- **42.3.2.** Cargolux shall also reimburse the balance of the cost, after reimbursement by CNS or any other national health insurance, of one pair of eyeglasses every second calendar year per Pilot if required by their aeromedical certificate. The cost of the frame is limited to the sum of €200.
- **42.3.3.** Recommended vaccinations shall be paid by the Company. A list of such vaccinations will be established by the Company. The Company will consult the Pilot Representatives for their opinion prior to initially publishing and prior to any amendment of this list. An up-to-date version of this list will be made available to all Pilots. Vaccinations are voluntary, except

for vaccinations which are required by a country or state in which a Pilot may be required to perform his Duties. It is the responsibility of the Pilot to keep the vaccinations up to date.

#### 42.4. Irradiation Levels

The Company will monitor annually the Pilot's irradiation levels.

#### Art. 43. TRAINING AND CHECKING

- **43.1** The following will apply during ground training for initial, conversion and upgrade courses:
- a) There will be no Roster Period overtime paid.
- b) Sunday, night-time, and legal holiday supplements will be paid if training took place.
- c) When training is performed at Home Base, Days free of training are considered as counting towards the total Roster Period Off-Days, preferably on Saturdays and Sundays. In this case Article 36.16.1. c) does not apply.
- d) If not at Home Base, the consecutive Off-Days will be given, either before or after the training period, with an agreement with the individual Pilot.
- **43.2** The following will apply during recurrent simulator sessions
- a) During the simulator training all items shall be trained to proficiency. It is recognized that all Pilots do not learn at the same rate and there may be disparities in the experience level and background of Pilots entering the same course. Training may be extended beyond planned hours in all phases of training by the Training Review Board, if there is consensus that reasonable progress is being made and there is a likelihood of success.
- b) If the Pilot feels that deep root causes such as personal problems, health, part time, substance abuse or others could negatively affect his performance, he may seek support offered by the Company.
- c) The process in case of unsatisfactory recurrent simulator session is defined in Part V.

### Art. 44. PART-TIME WORK

## 44.1. Part-time eligibility

- **44.1.1.** Part time contracts are bound to either a First Officer or Captain position. Pilots on a First Officer contract can request part time to start earliest after 3 years' service as a First Officer with the Company.
- **44.1.2.** Pilots on a Captain contract can request part time to start earliest after 2 years in the position.
- **44.1.3.** Pilots with additional assignments including but not limited to instructors, examiners, safety officers and technical pilots, may not have access to all part time schemes. Such access limitations are published by the Company. In any case, if a monthly premium is paid for the additional assignment, it will be reduced pro rata temporis.

### 44.2. Permanent part time contracts

**44.2.1.** The Company commits to guarantee a permanent part time contract to all Pilots who submit a request at least 12 months in advance before the desired start date of the contract. Shorter notification periods and effective dates are permitted at the discretion of the Company. Phasing in and choice of models will be arranged in good faith between the requesting Pilot and Flight Operations Management.

The Pilot Representatives will be consulted prior to the introduction of new part-time schemes.

**44.2.2.** The principle and scope of part time scheme awarded will be agreed upon between the Chief Pilot's Office and the requesting Pilot. Factors such as request date, seniority, seasonality, availability and division of part time periods will be considered. Should a scheme become incompatible with newly developed scheduling principles, a scheme as close as possible will be agreed upon between the Company and the Pilot.

Requests for 'roster period off' part time schemes will be granted based on availability on a first come first serve basis. If the requested part time scheme cannot be approved, alternative options ('roster period off') are offered. The Pilot can then decide if he would like to amend his request. If the Pilot wishes to be placed on a waiting list for a month that is currently unavailable, then he shall make his request with the Chief Pilot's Office. The position on such a waiting list will be communicated to the applicant on request. The Chief Pilot's Office will advise the requesting Pilot when the initially requested 'roster period off' becomes available based on his position on the waiting list.

- **44.2.3.** If the Pilot on a part time contract wishes to increase or reduce the working days, he shall make his wish known to the Chief Pilot's Office. Awarding a full-time contract is at the discretion of the Company but in case of multiple Pilots' interest, available full-time contracts will be awarded based on seniority.
- **44.2.4.** The Company commits that Pilots on permanent part time contracts who have encountered a situation of financial or personal hardship requesting to increase their working time will be accommodated before the position may be filled otherwise. In case of multiple Pilots requesting such an increase in working days, changes will be awarded based on seniority, with the Pilot with the higher seniority having priority. Best efforts will be made to limit the waiting period to the absolute minimum.
- **44.2.5.** Contract templates of the available permanent part-time schemes are published on the crew iPad.

### 44.3. Temporary part time agreements

- **44.3.1.** Temporary part time agreements, excluding 'roster period off' schemes, are offered by the Company for lengths of up to 1 year.
- **44.3.2.** The Chief Pilot will publish the availability and the type of temporary part time schemes prior to the vacation bidding period and notify applicants about the decision whether or not their application was approved to permit sufficient time for vacation requests to be made by the applicants in accordance with the part time scheme awarded or refused. The Company commits to an equivalent yearly full-time equivalent number of 0.5 per position (Captain and First Officer) for this type of part time. Temporary part time agreements are awarded based on the Pilot's seniority within the Company and can be granted a maximum of one instance during a Pilot's career with the Company. After the expiration of the temporary part time agreement the Pilot resumes full time employment in accordance with his contract. If a Pilot

on a temporary part time agreement wishes to apply for a permanent part time scheme and submits the corresponding application at least 6 months before the end of his temporary part time agreement, there will not be any additional waiting period between the temporary and the permanent agreement.

**44.3.3.** Contract templates of the available temporary part-time schemes are published on the crew iPad

### 44.4. Temporary part time agreements for personal hardship

In addition to Article 44.3, the Company offers the possibility to apply for a temporary part time for personal hardship for lengths of up to 1 year, with a possibility to request an extension; however, the aggregate duration of such temporary part time due to personal hardship may not extend beyond a 24 consecutive calendar month period. A written application indicating the special circumstances, requiring additional time at home, should be sent to the Chief Pilot's Office, who will organize a meeting with the applicant to review the case. The decision if the temporary part time agreement for personal hardship has been approved or not will be communicated latest 2 weeks after the meeting and, if eligible, the start of the part time will be latest 3 months after the notification.

#### Art. 45. MISCELLANEOUS

- **45.1.** Employment of pilots via an employment agency or on a time limited contract shall be in accordance with this CWA.
- **45.2.** Company funds, if any, carried by a Pilot will be fully insured at all times by the Company. Captains will carry Company funds and credit cards in order to make unforeseen payments en-route.
- **45.3.** In the event of secondment of a Pilot to another company, this CWA will remain applicable and terms of employment will be equally favourable in every respect.
- **45.4.** In case of redundancy for economical or technical reasons, higher seniority with the Company will not be used against the individual Pilot.

## 45.5 Job sharing

One or more Pilots of the same job category may enter into a job sharing program. Before this program comes into effect, a contract between the individual and the Company will be made; it will have to indicate among other things the time of validity, the hours to be worked and the salary.

# 45.6. Seniority of Pilots

- **45.6.1.** The Company establishes the Seniority List as per the criteria in this article and uses it as reference for upgrading Pilots as well as other purposes where seniority is used as criteria.
- **45.6.2.** The date of direct employment of a Pilot with the Company shall be used to determine his seniority. The duration a Pilot is employed by the Company via temporary work agency as "travailleur intérimaire" cannot be carried over into the Seniority List.
- **45.6.3.** When 2 or more Pilots are employed on the same date, their precedence in position on the Seniority List will be determined in favour to physical age meaning the older Pilot gets higher seniority.

- **45.6.4.** A Pilot transferred to non-flying or supervisory duty shall retain and accrue his seniority provided that all necessary pilot licenses are maintained.
- **45.6.5.** The Company will not hire direct entry captains on permanent contract basis without the written consent of the Delegation. The Company commits to upgrade First Officers to Captains during the time period the Company employs Captains as "travailleur intérimaire" or on short term contracts. The number of Captains employed as "travailleur intérimaire" or on short term contracts shall not exceed 10.

# 45.6.6. Seniority List

All Pilots in the direct employ, either with an indefinite employment contract "contrat à durée indéterminée" or a fixed term employment contract "contrat à durée déterminée" of the Company shall have their names posted on the Seniority List. The Seniority List shall contain in order of seniority the names and classification of all Pilots and their respective date of hire and individual seniority number. The Seniority List shall be published on the last working day of January of each year. If a Pilot has served under one or more consecutive fixed term contracts prior to being, without interruption, permanently employed, the seniority number shall be based on the start date of the first employment contract with the Company.

# 45.6.7. Loss of seniority

A Pilot shall lose his seniority if he:

- a) Resigns; or
- b) Is discharged for just and proper cause, or
- c) Retires; or
- d) Cannot exercise the privileges of his pilot license due to suspension or withdrawal of his aeronautical medical certificate for a continuous period longer than 5 years; or
- e) Has been laid off for a continuous period longer than 5 years as result of a collective dismissal as defined in Article L.166-1. of the Labour Code; or
- f) Has been on unpaid leave exceeding a consecutive period of 3 years.
- g) Provisions of unpaid leave agreements that may be considered under f), shall not permit professional flying activities in the absence period.

## 45.7. Replacement of Company aircraft

#### 45.7.1. General

All Pilots employed by the Company and irrespective on which aircraft type shall be placed on a common Seniority List as per Article **45.6.** 

### 45.7.2. Development Phase and Normal Operation Phase

For the purpose of introducing a new aircraft type, the Company and Pilot Representatives will agree until latest six months before the delivery of the first aircraft on the duration of a Development Phase. During the Development Phase rules regarding crewing of the new aircraft type will be different than during the Normal Operation Phase.

# 45.7.3 Development Phase

Positions for Captains and First Officers on the new aircraft type will be advertised internally. Interested Pilots must apply for the advertised positions until the published deadline.

Chief Pilots Office and Pilot Representatives will agree latest before the first internal advertisement whether and under which conditions blackout periods after a type rating and/or command upgrade should be implemented to avoid excessive training of Pilots between fleets.

To ensure a homogenous experience distribution across all fleets the Captain and First Officer groups as per the Seniority List will be divided into a maximum of 3 subgroups. Within each of these groups pilot seniority applies when filling open positions. Should there be not enough applicants for open positions, the selection of Pilots for training will be done by reversed pilot seniority within each subgroup.

To fill open positions, no separate assessment, test or similar will be required except for newly hired Pilots.

Should a Pilot fail the training for the new aircraft type, the Pilot will return to the previous fleet into his previous position. This does not apply for newly hired Pilots.

Pilots with additional functions (i.e., in the flight crew training department, line check pilots, technical pilot office, management pilots, flight safety department) will be assigned as per operational and business needs.

As an exception from Article 45.6.5., the Company can hire external training personnel as "travailleur interimaire" or on short term contracts to train and support the Company's training department during the Development Phase.

### 45.7.4 Normal Operation Phase

Positions for Captains and First Officers on each fleet will be advertised internally. Interested Pilots must apply for the advertised positions until the published deadline.

Chief Pilots Office and Pilot Representatives will agree latest before the first internal advertisement whether and under which conditions blackout periods after a type rating and/or command upgrade should be implemented to avoid excessive training of Pilots between fleets.

The selection of the Pilots to fill the advertised positions will be done as per pilot seniority on the Seniority List. No separate assessment, test or similar will be required except for initial command upgrade and newly hired Pilots.

Pilots with additional functions (i.e., in the flight crew training department, line check pilots, technical pilot office, management pilots, flight safety department) will be assigned as per operational and business needs.

Should a Pilot fail the training for a new aircraft type, the Pilot will return to the previous fleet into his previous position. This does not apply for newly hired Pilots.

Should the provisions of Article 45.7. conflict with requirements set forth by the competent authority, the Parties commit to meet in order to adjust this article.

### 45.8. Redundancy

Any reduction of the size of one fleet cannot lead to the automatic termination of an employment contract of a Pilot on the affected fleet. Dismissal of redundant Pilots will be determined by reversed seniority (*last in - first out*) of the Seniority List as follows:

- a) If it becomes necessary to reduce the number of active Pilots, the Company shall dismiss "furlough" Pilots in reverse order of seniority as per Seniority List, starting with the Pilot who was hired last.
- b) If a Pilot who is a Captain would not be able to hold this position due to redundancy (Pilots in this position exceeding the number of required Pilots in this position), starting with the Pilot who was hired last, i.e., starting with the most junior Captain, this Pilot would be retrained and re-classified into the position of First Officer as per Article 35.2. maintaining his TU.
- c) Should Captain positions become available again, such positions will be filled as per Seniority List. Pilots, who have been subject to b) above, will not have to undergo a command assessment or psychometric test unless required by the competent authority.
- d) Vacant positions of First Officers will be offered to previously dismissed (*furloughed*) Pilots in order of seniority, starting with the most senior Pilot. No separate assessment, test or similar will be required in this case, except those applicable as per regulatory requirement (e.g., by EASA). The TU will be established as per Article 38.2.

Furloughed Pilots will receive notice of recall for vacant positions by registered letter and email. Any Pilot, who received such notice shall respond within seven calendar days. It is the responsibility of the furloughed Pilot to keep the contact details up to date with the Company.

Should a Pilot waive the notice of recall or does not respond within seven calendar days, the recall shall be offered to the next senior Pilot on furlough. A Pilot who waives the notice of recall will have no further right until the next notice of recall. A Pilot who waives the notice of recall twice will lose his position on the Seniority List, if there was a minimum of three months between the first and second notice of recall. For the avoidance of doubt, in this case Article 45.6.7. e) does not apply.

### **PART III. DEFINITIONS**

The following part defines certain terms used in the CWA.

Acclimatised As defined in Article 36.6.2.1.

Accommodation Means, for the purpose of standby and

split duty, a quiet and comfortable place not open to the public with the ability to control light and temperature, equipped with adequate furniture that provides a Pilot with the possibility to sleep, with enough capacity to accommodate all Pilots present at the same time and with access to food and

drink.

Airport Standby As defined in Standby.

AOG Aircraft on ground.

Augmented Flight Crew Means a Flight Crew which comprises

more than the minimum number of Pilots required to operate the aircraft, allowing each Pilot to leave his assigned post, for the purpose of in-flight rest, and to be replaced by another

appropriately qualified Pilot.

Block Hour Means, for the purpose of calculating

the overtime under Article 38.5.3, the time between Block Off and Block On.

Block Off See under Flight Time.

Block On See under Flight Time.

Break For Pilots only, means a period of time

within an FDP, shorter than a Rest Period, counting as Duty and during

which a Pilot is free of all tasks.

Bridge Agreement The agreement between the Parties

described in Article 40.2. of this CWA.

Business Day Monday through Friday, excluding legal

holidays.

Business Trip Any official journey undertaken away

from Home Base on instructions from

the Company.

Calendar Quarter A period of three consecutive months

starting on 01 January, 01 April, 01 July

or 01 October.

Captain (BC) A Captain is a Pilot qualified to be in

command of an aircraft.

Categories The different groups of positions within

the Company as described in Article

25.1.1.

Check Out Date

The date when a Pilot has achieved a

new qualification, either on a new type of aircraft or from First Officer to

Captain.

Class 1 Rest Facility Means a bunk or other surface that

allows for a flat or near flat sleeping position. It reclines to at least 80° back angle to the vertical and is located separately from both the flight crew compartment and the passenger cabin in an area that allows the crew member to control light and provides isolation

from noise and disturbance.

CNS Caisse Nationale de Sante.

Commander Captain in charge of a flight.

Company Cargolux Airlines International S.A.

Luxembourg.

Contract Pilot A Pilot not being on the Company's

payroll and hired in on a temporary basis pursuant to a contract as

permitted by law.

Crew Control Refers to the Crew Control Department

at Cargolux, which is in charge of day-today control of Flight Crew allocation.

Crew Planning Refers to the Crew Planning

Department at Cargolux, which is in charge of long-term planning of Flight

Crew allocation.

Crew The Pilots required for the operation of

a flight plus Loadmasters and Flight

Mechanics.

Day A 24-hour period of time commencing

at 00:00 UTC unless otherwise provided

in this CWA.

Delayed Arrival at Home Base

An arrival at Home Base is considered to be delayed if the change which creates a delay occurred after the 'Schedule Information' email as per Article 36.11. has been sent related to the Duty Period which ends at Home Base and the Pilot's Duty Period ends between 00:01 and 05:59 local time on the first Off-Day of a block of Off-Days.

**Delayed Reporting** 

Means the postponement of a scheduled FDP by the operator before a Pilot has left his place of rest.

Delegation

The elected delegates and substitute delegates pursuant to applicable law.

Department

A Department or division within the Company.

**Development Phase** 

Initial phase of introduction of a new aircraft type into Company's operation, applicable as defined in Article 45.7.3.

Disruptive Schedule

Means a Pilot's Roster which disrupts the sleep opportunity during the optimal sleep time window by comprising an FDP or a combination of FDPs which encroach, start or finish during any portion of the day or of the night where a Pilot is Acclimatised. A schedule may be disruptive due to Early Starts, Late Finishes or Night Duties.

Duty

Means any task that a Pilot performs for the Company, including flight duty, administrative work (as indicated on the Pilot's roster), giving or receiving training and checking, Positioning, Reserve and Standby.

**Duty Period** 

Means a period, which starts when a Pilot is required by the Company to report for or to commence a Duty and ends when that Pilot is free of all Duties, including post-flight duty.

**Duty Time** 

The total time accumulated from the various Duties assigned to a Pilot by the Company during which no rest has been taken.

Early Start Means a Duty Period starting in the

period between 05:00 and 05:59 in the time zone to which a Pilot is

Acclimatised.

Employee The Company staff governed by this

CWA as per Article 2.

EWWET Eastward-Westward and Westward-

Eastward transition means the transition at Home Base between a Rotation crossing 4 or more time zones in one direction and a Rotation crossing 4 or more time zones in the opposite

direction.

Exempt Employees As defined in Article 2.1.

First Officer (FO) A First Officer is the Pilot defined in

Article 35.2 of this CWA.

Flight Crew The Pilots required for the operation of

a flight.

Flight Duty Period (FDP)

Means a period that commences when

a Pilot is required to report for Duty, which includes a Sector or a series of Sectors, and finishes when the aircraft finally comes to rest and the engines are shut down, at the end of the last Sector on which the Pilot acts as an operating

Pilot.

Flight Hour A unit of one hour within the Flight Time.

Flight Mechanic Mechanic accompanying an aircraft in

order to ensure the turn around and possible repairs away from Home Base.

Flight Operations Refers to the Flight Operations Division

at Cargolux.

Flight Time Means the time as an operating Pilot

between first moving of an aircraft from its parking place (Block Off) for the purpose of taking off until it comes to rest on the designated parking position and all engines are shut down (Block

On).

Force Majeure

Any unforeseeable and exceptional situation or event beyond reasonable control of a party which prevents, hinders or delays the performance by that party of its obligations under this CWA including, without limitation weather conditions leading to severe disruptions, fire, floods, storms, earthquakes, other acts of God, epidemics, war, riots, civil unrest, terrorist acts, arrests, blockades, shortage of supply, breakdown of machinery or equipment, malfunctions or interruptions of computer or other technical facilities or power supply, AOG or air traffic control delays, strikes, lockouts and other labour disruptions, actions or inaction of authorities or governments.

FRM

Fatigue Risk Management, as defined in the Company's Management System

Manual.

**Great Circle Distance** 

The shortestdistance between two points on the surface of the earth, measured along the earth's surface.

**Ground Duty** 

Any Duty which does not qualify as Flight Duty Period or Positioning.

**Ground Staff** 

All Employees except Pilots.

**Head of Department** 

The head of a Cargolux Department, regardless of his title.

Home Base

For all Employees at the Company and for the Company itself: Luxembourg Airport.

Home Base Time

Is the local time at Home Base when a Pilot returns from a Rotation.

Hotel Committee

As defined per Article 37.2.2.

Hotel Standards

As defined in Table 16.

**Human Resources** 

Refers to the Human Resources Department at Cargolux.

**Initial Roster** 

The Roster as initially published by Crew Planning at least 14 days prior to the first day of a Roster Period in

first day of a Roster Period in accordance with Article 36.2. of this

CWA.

Junior First Officer (JFO)

The Pilot defined in Article 35.2. of this

CWA.

Late Finish Means a Duty Period finishing in the

period between 23:00 and 01:59 in the time zone to which a Pilot is

Acclimatised.

Loadcontroller Ground Staff Employee being

responsible for load planning, monitoring and documentation activities, including the arriving and departing aircraft offloading/loading safely as to the aircraft, personnel and

third party goods on board.

Loadmaster A Loadmaster is a Loadcontroller who is

accompanying an aircraft, positions to a station or from a station to dispatch or having dispatched a flight as described

above.

Local Day Means a 24-hour period commencing at

00:00 local time.

Local Night Means a period of 8 hours falling

between 22:00 and 08:00 local time.

Maintenance Refers to the Maintenance Division at

Cargolux.

Medium Body Aircraft Any aircraft type that has a MTOW

35,000 kg or more.

MEDPM Maintenance & Engineering Division

Procedure Manual.

MTOW Maximum take-off weight.

Night Duty A Duty Period encroaching any portion

of the period between 02:00 and 04:59 in the time zone to which the Pilot is

Acclimatised.

Normal Operation Phase After completion of the Development

Phase.

Northern Hemisphere Summer The time period between 01 April and 30

September of a calendar year.

Northern Hemisphere Winter The time period between 01 October and

31 March of a calendar year.

Off-Day As defined in Article 36.16.1.

OHSE Occupational Health, Safety and

Environment.

OM Part A Cargolux Operations' Manual Part A.

OM Part D Cargolux Operations' Manual Part D.

Operating Pilot Means a Pilot carrying out Duties, being

part of an operating crew, in an aircraft

during a Sector.

Other Standby As defined in the definition of Standby.

Party Any of the Parties being signatories of

this CWA.

Payroll Refers to the Payroll Department at

Cargolux.

PBS Means the preferential bidding system

in place at the Company.

Pension Plan The supplementary pension plan

offered by the Company to all its Employees as further described in this

CWA.

Pilot Representatives The representatives of the Pilots identified under Article 5.3. The

Delegation will submit annually a list of Pilot Representatives to the Company.

Pilot Any of the following: Captain, Senior

First Officer, First Officer, Junior First

Officer.

Positioning Means the transferring of a nonoperating Pilot from one place to another, at the behest of the Company,

excluding:

 the time of travel from a private place of rest to the designated reporting place at Home Base and

vice versa, and

 the time for local transfer from a place of rest to the commencement

of Duty and vice versa.

Protective Equipment (PPE)

The working equipment defined in

Article 30.

Recurrent Extended Recovery

Rest Period

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Means the local time at the reporting point situated in a 2-hour wide time zone band (± 02:00 hours) around the local time where a Pilot is Acclimatised.

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Reference Time

As per Article 36.10.4.

Reporting Time The moment in time at which a Pilot is

required by the Company to report for

any Duty.

Reserve Means a period of time during which a

Pilot is required by the Company to be available to receive an assignment for an FDP, Positioning or other Duty notified at least 18 hours in advance.

Response Time A period of time between the moment a

Pilot on Standby receives a call requiring him to report for Duty and the moment he is required to report for that Duty.

Rest Period Means a continuous, uninterrupted and

defined period of time, following Duty or prior to Duty, during which a Pilot is free of all Duties, Standby and Reserve.

Roster Period A calendar month.

Roster See Roster Period.

Rotation Is a Duty or a series of Duties, normally

including at least one flight duty, and Rest Periods out of Home Base, starting at Home Base and ending when returning to Home Base for a Rest Period where the Company is no longer responsible for the accommodation of

the Pilot.

Salary Scales The determination of applicable salary

with the criteria TU, Category and index

as contained in Part VI.

Scheduled Operations Flights included in the seasonal

commercial schedule as published by the Company, including updates for new destinations or frequency changes.

Sector Means the segment of an FDP between

an aircraft first moving for the purpose of taking off until it comes to rest after landing on the designated parking position.

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Senior First Officer (SFO)

The Pilot defined in Article 35.2

Seniority List A list of all Pilots indicating their

individual seniority as Pilots with the Company as defined in Article 45.6.6

Single Day Free of Duty

Means, for the purpose of complying with the provisions of Council Directive 2000/79/EC, a time free of all Duties and Standby consisting of one Day and two Local Nights, which is notified in advance. A Rest Period may be included as part of the single day free of duty.

**Special Conditions** 

The special conditions provided either in Part II A or Part II B hereof.

Standard Flight Crew

1 Captain, 1 suitably qualified Pilot.

Standby

Means a pre-notified and defined period of time during which a Pilot is required by the Company to be available to receive an assignment for a Duty without an intervening Rest Period, as follows:

- "Airport Standby" means a Standby performed at the airport or any other location defined by the Company with the exception of Standby away from Home Base
- "Other Standby" means a Standby either at home or in a Suitable Accommodation.

Suitable Accommodation

Means, for the purpose of Standby, split duty, and rest, a separate hotel room for each Pilot located in a quiet environment and equipped with a bed, which is sufficiently ventilated, has a device for regulating temperature and light intensity, and access to food and drink.

Time and Attendance

Refers to the Time and Attendance Department of the Company.

Travelling

All reasonably planned travelling time spent by a Pilot in transit between his place of rest provided by the Company and the place of Duty and vice versa.

**Travel Services** 

Refers to the Travel Services Department of the Company.

TU

Time Unit as provided for in Article 13.1.3. and in Part V.

Union

Any of the Unions that have signed this

CWA.

UTC

Universal Time Coordinated.

Vacation Day For Pilots only, a period of 24 hours

commencing at 00:01 local time.

Vacation Period A period of one or more consecutive

Vacation Days.

155,000 kg or more.

Window of Circadian Low (WOCL) Means the period between 02:00 and

05:59 hours in the time zone to which a

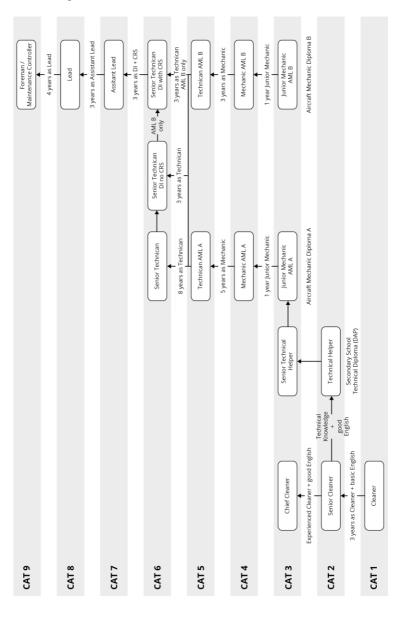
Pilot is Acclimatised.

PART IV. JOB CLASSIFICATION & M&E CAREER PATHS

## Jobs by category

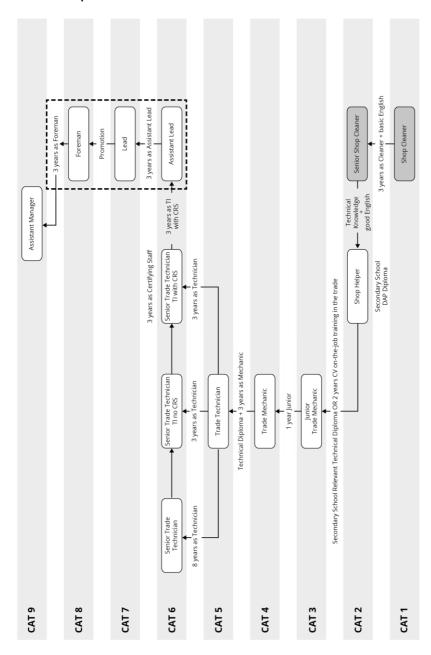
CAT 9	Foreman UH & Avionics Asst Manager Sr QC Inspector Mtce Controller Sr Expert Sr Flight Controller Desk Leader NDT Resp. L3
CAT 8	Sr Ops Controller Inspector QC Sr Supervisor Lead Technician Sr Analyst Administrator Shop Foreman Sr Crew Controller Sr Technician Trouble Shooting Sr Investigator Sr Inspector NDT Expert
CAT 7	Ass Lead L/H & Avionics Lead Trade Technician Executive Secretary Sr Load Controller Crew Controller Sr Instructor Technician Sr Flight Simulator Technician Sr Accountant Sr Officer Sr Coordinator Sr Instructor Analyst Supervisior Sr Crew Planner Investigator Ops Controller Flight Dispatcher Inspector NDT Sr. Prod. & MTL Planner
CAT 6	Officer Loadcontroller Sr Technician Sr Trade Technician Coordinator Accountant Crew Planner Instructor Flight Simulator Technician Jr Crew Controller Trainee Analyst Prod. & MTL Planner Jr Ops Controller Jr Flight Dispatcher Sr Tehnician NDT
CAT 5	Technician Trade Technician Sr Storekeeper Acceptance Bookkeeper Sr Agent Jr Crew Planner Jr Crew Planner Jr Crew Planner Jr Prod. & MTL Planner Trainee Flight Planner Jr Prod. & MTL Planner Jr Prod. Smulator Technician NDT Jr Flight Simulator Technician
CAT 4	Agent Secretary Storekeeper Electrician Painter L/H Mechanic Trade Mechanic Trainee Prod. & MTL Planner Jr Technician NDT
CAT 3	Clerk Jr Storekeeper Jr Mechanic Sr Technical Herper Jr Trade Mechanic Chief Cleaner
CAT 2	Jr Clerk Sr Cleaner Technical Helper Shop Helper Driver
CAT 1	Cleaner Trainee

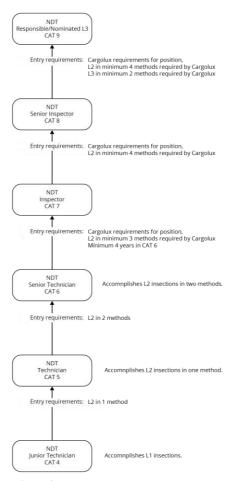
### Line and Hangar



LATENAL MOVES TO: Engineering: Heet Support; M&E Systems; Material Management; Production Planning and Technical Records; Quality assurance; Shops; Technical training: Flight Simulator

## **Production Shops**



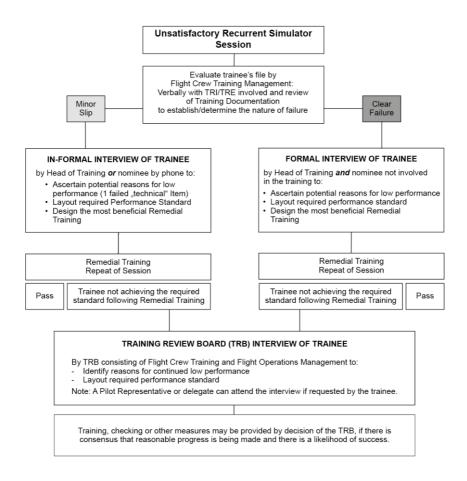


#### Entry requirements:

Minimum level required: Secondary school diploma (13ème), preferably electricity - English reading and comprehansion OR aircraft maintenance mechanic

### PART V. Process in case of unsatisfactory recurrent simulator session

Process "Unsatisfactory Recurrent Simulator Session" is shown for information purpose only. Subject to change for safety, quality or compliances reasons. Refer to OM Part D for the current DAC approved process and for abbreviations in this process not defined in Part III.



### **PART VI.SALARY SCALES**

## **Ground Staff Salary Scales**

Scale in EURO as of 01.09.2023

TU	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6	CAT 7	CAT 8	CAT 9
0	308.34	351.89	410.08	437.14	465.41	498.50	559.76	605.46	634.83
1	317.58	362.46	422.38	450.25	479.37	513.45	576.56	623.63	653.90
2	334.28	381.49	444.61	473.91	504.66	540.47	606.91	656.43	688.34
3	344.06	391.57	455.50	485.65	517.23	553.05	619.47	668.95	700.88
4	353.80	401.67	466.42	497.40	529.76	565.63	632.05	681.54	713.44
5	363.59	411.77	477.31	509.04	542.29	578.06	644.56	694.08	725.95
6	373.37	421.88	488.25	520.84	554.82	590.64	657.12	706.58	738.55
7	417.61	466.42	499.14	532.55	567.37	603.22	669.63	719.14	751.10
8	427.34	476.50	510.06	544.25	579.95	615.77	682.19	731.71	763.58
9	437.12	486.61	520.95	556.00	592.43	628.24	694.66	744.19	776.08
10	446.21	496.06	531.88	568.50	603.39	639.22	705.59	755.12	787.05
11	455.27	505.51	542.81	578.64	614.29	650.10	716.53	766.01	797.94
12	464.45	514.97	553.66	588.72	625.17	660.98	727.46	776.91	808.87
13	473.61	524.39	564.59	599.59	636.09	671.87	738.37	787.84	819.76
14	478.15	529.14	570.06	605.06	641.56	677.36	743.82	793.32	825.23
15	482.74	533.85	575.53	610.52	647.01	682.82	749.25	798.81	830.68
16	487.27	538.59	580.97	615.98	652.45	688.29	754.71	804.25	836.13
17	491.82	543.29	586.41	621.45	657.89	693.74	760.16	809.66	841.58
18	496.39	548.00	591.85	626.88	663.33	699.20	765.62	815.11	847.04
19	500.95	552.68	597.29	632.35	668.79	704.66	771.08	820.55	852.50
20	505.50	557.43	602.77	637.79	674.27	710.11	776.54	826.02	857.97
21	510.06	562.17	608.25	643.22	679.72	715.55	781.97	831.48	863.39
22	514.61	566.88	613.72	648.66	684.87	721.00	787.45	836.95	868.86
23	519.16	571.60	619.20	654.11	690.05	726.45	792.90	842.43	874.34
24	523.73	576.36	624.62	659.59	695.79	731.90	798.36	847.85	879.78
25	528.31	581.07	630.08	665.06	701.54	737.36	803.83	853.30	885.24
26	532.88	585.80	635.52	670.53	706.98	742.83	809.30	858.78	890.70
27	537.42	590.49	640.98	676.02	712.44	748.28	814.74	864.27	896.17
28	541.99	595.24	646.44	681.47	717.91	753.74	820.19	869.69	901.58
29	546.56	599.95	651.89	686.89	723.36	759.19	825.62	875.15	906.97
30	551.11	604.68	657.32	692.35	728.82	764.64	831.07	880.58	912.46
31	555.65	609.41	662.75	697.81	734.27	770.11	836.50	886.02	917.94
32	560.21	614.09	668.18	703.25	739.69	775.50	841.86	891.42	923.35
33	564.74	618.82	673.61	708.67	745.09	780.94	847.24	896.76	928.71
34	569.33	623.54	679.06	714.13	750.54	786.32	852.58	902.15	934.09
35	573.87	628.20	684.50	719.55	755.95	791.67	857.88	907.46	939.41
36	578.42	632.93	689.91	724.96	761.31	797.04	863.19	912.73	944.68
37	582.99	637.60	695.36	730.37	766.71	802.39	868.45	918.04	949.96
38	587.53	642.27	700.77	735.80	772.09	807.69	873.68	923.26	955.20
39	592.06	646.95	706.17	741.17	777.41	813.02	878.91	928.43	960.35
40	596.61	651.60	711.62	746.56	782.77	818.30	884.09	933.63	965.54

TU	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6	CAT 7	CAT 8	CAT 9
0	2,912.06	3,323.35	3,872.92	4,128.48	4,395.47	4,707.98	5,286.54	5,718.15	5,995.52
1	2,999.32	3,423.18	3,989.08	4,252.30	4,527.31	4,849.18	5,445.21	5,889.75	6,175.63
2	3,157.04	3,602.91	4,199.03	4,475.75	4,766.16	5,104.36	5,731.84	6,199.52	6,500.89
3	3,249.41	3,698.10	4,301.88	4,586.62	4,884.88	5,223.17	5,850.46	6,317.76	6,619.32
4	3,341.39	3,793.49	4,405.01	4,697.59	5,003.21	5,341.98	5,969.27	6,436.67	6,737.94
5	3,433.85	3,888.88	4,507.86	4,807.53	5,121.55	5,459.37	6,087.42	6,555.10	6,856.09
6	3,526.22	3,984.36	4,611.18	4,918.97	5,239.89	5,578.18	6,206.04	6,673.15	6,975.09
7	3,944.03	4,405.01	4,714.03	5,029.56	5,358.41	5,696.99	6,324.19	6,791.77	7,093.61
8	4,035.93	4,500.21	4,817.16	5,140.06	5,477.22	5,815.52	6,442.81	6,910.49	7,211.48
9	4,128.29	4,595.69	4,920.01	5,251.03	5,595.09	5,933.29	6,560.58	7,028.35	7,329.53
10	4,214.14	4,684.94	5,023.23	5,369.08	5,698.60	6,036.99	6,663.80	7,131.58	7,433.14
11	4,299.71	4,774.19	5,126.46	5,464.85	5,801.54	6,139.74	6,767.12	7,234.43	7,535.98
12	4,386.41	4,863.53	5,228.93	5,560.05	5,904.29	6,242.49	6,870.35	7,337.37	7,639.21
13	4,472.91	4,952.50	5,332.16	5,662.71	6,007.42	6,345.34	6,973.39	7,440.60	7,742.06
14	4,515.79	4,997.36	5,383.82	5,714.37	6,059.09	6,397.19	7,024.86	7,492.35	7,793.72
15	4,559.14	5,041.84	5,435.48	5,765.93	6,110.56	6,448.76	7,076.14	7,544.20	7,845.19
16	4,601.92	5,086.61	5,486.85	5,817.50	6,161.93	6,500.42	7,127.71	7,595.58	7,896.66
17	4,644.90	5,130.99	5,538.23	5,869.16	6,213.31	6,551.89	7,179.18	7,646.67	7,948.13
18	4,688.06	5,175.48	5,589.61	5,920.44	6,264.69	6,603.45	7,230.74	7,698.14	7,999.70
19	4,731.12	5,219.68	5,640.99	5,972.10	6,316.25	6,655.02	7,282.31	7,749.52	8,051.27
20	4,774.09	5,264.54	5,692.74	6,023.48	6,368.01	6,706.49	7,333.88	7,801.18	8,102.93
21	4,817.16	5,309.30	5,744.50	6,074.76	6,419.48	6,757.87	7,385.16	7,852.75	8,154.11
22	4,860.13	5,353.78	5,796.16	6,126.14	6,468.12	6,809.34	7,436.91	7,904.41	8,205.77
23	4,903.10	5,398.36	5,847.91	6,177.61	6,517.04	6,860.81	7,488.39	7,956.16	8,257.53
24	4,946.26	5,443.32	5,899.10	6,229.37	6,571.25	6,912.28	7,539.95	8,007.35	8,308.91
25	4,989.52	5,487.80	5,950.66	6,281.03	6,625.55	6,963.85	7,591.61	8,058.82	8,360.47
26	5,032.68	5,532.47	6,002.04	6,332.69	6,676.93		7,643.27		8,412.04
27	5,075.56	5,576.76		6,384.54	6,728.50	7,066.98	7,694.65	8,162.43	8,463.70
28	5,118.72	5,621.63		6,436.01	6,780.16	7,118.55	7,746.12		8,514.79
29	5,161.88	5,666.11	6,156.64	6,487.20	6,831.63	7,170.02	7,797.40		8,565.70
30	5,204.85	5,710.78	-	6,538.76	6,883.19	7,221.49	7,848.87		8,617.55
31	5,247.73	5,755.45	6,259.21	6,590.33	6,934.67	7,273.15	7,900.16		8,669.30
32	5,290.79	5,799.65	6,310.49	6,641.70	6,985.85	7,324.05	7,950.78		8,720.39
33	5,333.57	5,844.32	6,361.77	6,692.89	7,036.85	7,375.43	8,001.59	· ·	8,771.02
34	5,376.92	5,888.90	-	6,744.46	7,088.32	7,426.24	8,052.02		
35	5,419.80	5,932.91	6,464.62	6,795.65	7,139.42	7,476.77	8,102.08		8,872.07
36	5,462.77	5,977.58		6,846.74	7,190.04		8,152.23		
37	5,505.93	6,021.69	6,567.19	6,897.83	7,241.04		8,201.90		8,971.71
38	5,548.81	6,065.79				7,628.07	8,251.30		
39	5,591.59	6,109.99	6,669.28	6,999.83	7,342.09	7,678.40	8,300.69	8,768.37	9,069.83
40	5,634.56	6,153.91	6,720.75	7,050.74	7,392.71	7,728.27	8,349.61	8,817.48	9,118.85

TU	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6	CAT 7	CAT 8	CAT 9
0	311.42	355.41	414.18	441.51	470.06	503.49	565.36	611.51	641.18
1	320.76	366.08	426.60	454.75	484.16	518.58	582.33	629.87	660.44
2	337.62	385.30	449.06	478.65	509.71	545.87	612.98	662.99	695.22
3	347.50	395.49	460.06	490.51	522.40	558.58	625.66	675.64	707.89
4	357.34	405.69	471.08	502.37	535.06	571.29	638.37	688.36	720.57
5	367.23	415.89	482.08	514.13	547.71	583.84	651.01	701.02	733.21
6	377.10	426.10	493.13	526.05	560.37	596.55	663.69	713.65	745.94
7	421.79	471.08	504.13	537.88	573.04	609.25	676.33	726.33	758.61
8	431.61	481.27	515.16	549.69	585.75	621.93	689.01	739.03	771.22
9	441.49	491.48	526.16	561.56	598.35	634.52	701.61	751.63	783.84
10	450.67	501.02	537.20	574.19	609.42	645.61	712.65	762.67	794.92
11	459.82	510.57	548.24	584.43	620.43	656.60	723.70	773.67	805.92
12	469.09	520.12	559.20	594.61	631.42	667.59	734.73	784.68	816.96
13	478.35	529.63	570.24	605.59	642.45	678.59	745.75	795.72	827.96
14	482.93	534.43	575.76	611.11	647.98	684.13	751.26	801.25	833.48
15	487.57	539.19	581.29	616.63	653.48	689.65	756.74	806.80	838.99
16	492.14	543.98	586.78	622.14	658.97	695.17	762.26	812.29	844.49
17	496.74	548.72	592.27	627.66	664.47	700.68	767.76	817.76	850.00
18	501.35	553.48	597.77	633.15	669.96	706.19	773.28	823.26	855.51
19	505.96	558.21	603.26	638.67	675.48	711.71	778.79	828.76	861.03
20	510.56	563.00	608.80	644.17	681.01	717.21	784.31	834.28	866.55
21	515.16	567.79	614.33	649.65	686.52	722.71	789.79	839.79	872.02
22	519.76	572.55	619.86	655.15	691.72	728.21	795.32	845.32	877.55
23	524.35	577.32	625.39	660.65	696.95	733.71	800.83	850.85	883.08
24	528.97	582.12	630.87	666.19	702.75	739.22	806.34	856.33	888.58
25	533.59	586.88	636.38	671.71	708.56	744.73	811.87	861.83	894.09
26	538.21	591.66	641.88	677.24	714.05	750.26	817.39	867.37	899.61
27	542.79	596.39	647.39	682.78	719.56	755.76	822.89	872.91	905.13
28	547.41	601.19	652.90	688.28	725.09	761.28	828.39	878.39	910.60
29	552.03	605.95	658.41	693.76	730.59	766.78	833.88	883.90	916.04
30	556.62	610.73	663.89	699.27	736.11	772.29	839.38	889.39	921.58
31	561.21	615.50	669.38	704.79	741.61	777.81	844.87	894.88	927.12
32	565.81	620.23	674.86	710.28	747.09	783.26	850.28	900.33	932.58
33	570.39	625.01	680.35	715.76	752.54	788.75	855.71	905.73	938.00
34	575.02	629.78	685.85	721.27	758.05	794.18	861.11	911.17	943.43
35	579.61	634.48	691.35	726.75	763.51	799.59	866.46	916.53	948.80
36	584.20	639.26	696.81	732.21	768.92	805.01	871.82	921.86	954.13
37	588.82	643.98	702.31	737.67	774.38	810.41	877.13	927.22	959.46
38	593.41	648.69	707.78	743.16	779.81	815.77	882.42	932.49	964.75
39	597.98	653.42	713.23	748.58	785.18	821.15	887.70	937.71	969.95
40	602.58	658.12	718.74	754.03	790.60	826.48	892.93	942.97	975.20

TU	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6	CAT 7	CAT 8	CAT 9
0	314.53	358.96	418.32	445.93	474.76	508.52	571.01	617.63	647.59
1	323.97	369.74	430.87	459.30	489.00	523.77	588.15	636.17	667.04
2	341.00	389.15	453.55	483.44	514.81	551.33	619.11	669.62	702.17
3	350.98	399.44	464.66	495.42	527.62	564.17	631.92	682.40	714.97
4	360.91	409.75	475.79	507.39	540.41	577.00	644.75	695.24	727.78
5	370.90	420.05	486.90	519.27	553.19	589.68	657.52	708.03	740.54
6	380.87	430.36	498.06	531.31	565.97	602.52	670.33	720.79	753.40
7	426.01	475.79	509.17	543.26	578.77	615.34	683.09	733.59	766.20
8	435.93	486.08	520.31	555.19	591.61	628.15	695.90	746.42	778.93
9	445.90	496.39	531.42	567.18	604.33	640.87	708.63	759.15	791.68
10	455.18	506.03	542.57	579.93	615.51	652.07	719.78	770.30	802.87
11	464.42	515.68	553.72	590.27	626.63	663.17	730.94	781.41	813.98
12	473.78	525.32	564.79	600.56	637.73	674.27	742.08	792.53	825.13
13	483.13	534.93	575.94	611.65	648.87	685.38	753.21	803.68	836.24
14	487.76	539.77	581.52	617.22	654.46	690.97	758.77	809.26	841.81
15	492.45	544.58	587.10	622.80	660.01	696.55	764.31	814.87	847.38
16	497.06	549.42	592.65	628.36	665.56	702.12	769.88	820.41	852.93
17	501.71	554.21	598.19	633.94	671.11	707.69	775.44	825.94	858.50
18	506.36	559.01	603.75	639.48	676.66	713.25	781.01	831.49	864.07
19	511.02	563.79	609.29	645.06	682.23	718.83	786.58	837.05	869.64
20	515.67	568.63	614.89	650.61	687.82	724.38	792.15	842.62	875.22
21	520.31	573.47	620.47	656.15	693.39	729.94	797.69	848.19	880.74
22	524.96	578.28	626.06	661.70	698.64	735.49	803.27	853.77	886.33
23	529.59	583.09	631.64	667.26	703.92	741.05	808.84	859.36	891.91
24	534.26	587.94	637.18	672.85	709.78	746.61	814.40	864.89	897.47
25	538.93	592.75	642.74	678.43	715.65	752.18	819.99	870.45	903.03
26	543.59	597.58	648.30	684.01	721.19	757.76	825.56	876.04	908.61
27	548.22	602.35	653.86	689.61	726.76	763.32	831.12	881.64	914.18
28	552.88	607.20	659.43	695.16	732.34	768.89	836.67	887.17	919.71
29	557.55	612.01	664.99	700.70	737.90	774.45	842.22	892.74	925.20
30	562.19	616.84	670.53	706.26	743.47	780.01	847.77	898.28	930.80
31	566.82	621.66	676.07	711.84	749.03	785.59	853.32	903.83	936.39
32	571.47	626.43	681.61	717.38	754.56	791.09	858.78	909.33	941.91
33	576.09	631.26	687.15	722.92	760.07	796.64	864.27	914.79	947.38
34	580.77	636.08	692.71	728.48	765.63	802.12	869.72	920.28	952.86
35	585.41	640.82	698.26	734.02	771.15	807.59	875.12	925.70	958.29
36	590.04	645.65	703.78	739.53	776.61	813.06	880.54	931.08	963.67
37	594.71	650.42	709.33	745.05	782.12	818.51	885.90	936.49	969.05
38	599.34	655.18	714.86	750.59	787.61	823.93	891.24	941.81	974.40
39	603.96	659.95	720.36	756.07	793.03	829.36	896.58	947.09	979.65
40	608.61	664.70	725.93	761.57	798.51	834.74	901.86	952.40	984.95

TU	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6	CAT 7	CAT 8	CAT 9
0	317.68	362.55	422.50	450.39	479.51	513.61	576.72	623.81	654.07
1	327.21	373.44	435.18	463.89	493.89	529.01	594.03	642.53	673.71
2	344.41	393.04	458.09	488.27	519.96	556.84	625.30	676.32	709.19
3	354.49	403.43	469.31	500.37	532.90	569.81	638.24	689.22	722.12
4	364.52	413.85	480.55	512.46	545.81	582.77	651.20	702.19	735.06
5	374.61	424.25	491.77	524.46	558.72	595.58	664.10	715.11	747.95
6	384.68	434.66	503.04	536.62	571.63	608.55	677.03	728.00	760.93
7	430.27	480.55	514.26	548.69	584.56	621.49	689.92	740.93	773.86
8	440.29	490.94	525.51	560.74	597.53	634.43	702.86	753.88	786.72
9	450.36	501.35	536.73	572.85	610.37	647.28	715.72	766.74	799.60
10	459.73	511.09	548.00	585.73	621.67	658.59	726.98	778.00	810.90
11	469.06	520.84	559.26	596.17	632.90	669.80	738.25	789.22	822.12
12	478.52	530.57	570.44	606.57	644.11	681.01	749.50	800.46	833.38
13	487.96	540.28	581.70	617.77	655.36	692.23	760.74	811.72	844.60
14	492.64	545.17	587.34	623.39	661.00	697.88	766.36	817.35	850.23
15	497.37	550.03	592.97	629.03	666.61	703.52	771.95	823.02	855.85
16	502.03	554.91	598.58	634.64	672.22	709.14	777.58	828.61	861.46
17	506.73	559.75	604.17	640.28	677.82	714.77	783.19	834.20	867.09
18	511.42	564.60	609.79	645.87	683.43	720.38	788.82	839.80	872.71
19	516.13	569.43	615.38	651.51	689.05	726.02	794.45	845.42	878.34
20	520.83	574.32	621.04	657.12	694.70	731.62	800.07	851.05	883.97
21	525.51	579.20	626.67	662.71	700.32	737.24	805.67	856.67	889.55
22	530.21	584.06	632.32	668.32	705.63	742.84	811.30	862.31	895.19
23	534.89	588.92	637.96	673.93	710.96	748.46	816.93	867.95	900.83
24	539.60	593.82	643.55	679.58	716.88	754.08	822.54	873.54	906.44
25	544.32	598.68	649.17	685.21	722.81	759.70	828.19	879.15	912.06
26	549.03	603.56	654.78	690.85	728.40	765.34	833.82	884.80	917.70
27	553.70	608.37	660.40	696.51	734.03	770.95	839.43	890.46	923.32
28	558.41	613.27	666.02	702.11	739.66	776.58	845.04	896.04	928.91
29	563.13	618.13	671.64	707.71	745.28	782.19	850.64	901.67	934.45
30	567.81	623.01	677.24	713.32	750.90	787.81	856.25	907.26	940.11
31	572.49	627.88	682.83	718.96	756.52	793.45	861.85	912.87	945.75
32	577.18	632.69	688.43	724.55	762.11	799.00	867.37	918.42	951.33
33	581.85	637.57	694.02	730.15	767.67	804.61	872.91	923.94	956.85
34	586.58	642.44	699.64	735.76	773.29	810.14	878.42	929.48	962.39
35	591.26	647.23	705.24	741.36	778.86	815.67	883.87	934.96	967.87
36	595.94	652.11	710.82	746.93	784.38	821.19	889.35	940.39	973.31
37	600.66	656.92	716.42	752.50	789.94	826.70	894.76	945.85	978.74
38	605.33	661.73	722.01	758.10	795.49	832.17	900.15	951.23	984.14
39	610.00	666.55	727.56	763.63	800.96	837.65	905.55	956.56	989.45
40	614.70	671.35	733.19	769.19	806.50	843.09	910.88	961.92	994.80

## **Pilots Salary Scales**

Scale in EURO as of 01.09.2023 Index 100

TU	JFO	FO	SFO	ВС
0	644.88	698.95	759.78	1,348.76
1	669.06	723.15	783.97	1,372.93
2	693.26	747.33	808.17	1,397.13
3	717.45	771.51	832.34	1,421.32
4	741.63	795.71	856.53	1,445.50
5	765.82	819.90	880.73	1,469.70
6	790.01	844.08	904.91	1,493.88
7	814.19	868.28	929.10	1,518.06
8	838.39	892.46	953.30	1,542.26
9	862.58	916.64	977.48	1,566.45
10	886.77	940.84	1,001.67	1,590.63
11	910.95	965.03	1,025.86	1,614.83
12	935.14	989.23	1,050.05	1,639.01
13	959.34	1,013.40	1,074.24	1,663.20
14	983.52	1,037.59	1,098.42	1,687.39
15	1,007.71	1,061.79	1,122.61	1,711.58
16	1,031.90	1,085.97	1,146.80	1,735.78
17	1,056.08	1,110.16	1,170.99	1,759.95
18	1,080.27	1,134.35	1,195.18	1,784.14
19	1,104.47	1,158.53	1,219.37	1,808.34
20	1,128.65	1,182.72	1,243.55	1,832.52
21	1,152.85	1,206.92	1,267.75	1,856.71
22	1,177.03	1,231.10	1,291.93	1,880.90
23	1,201.21	1,255.30	1,316.12	1,905.08
24	1,225.41	1,279.48	1,340.32	1,929.28
25	1,249.60	1,303.66	1,364.49	1,953.47
26	1,273.78	1,327.86	1,388.68	1,977.65
27	1,297.97	1,352.05	1,412.88	2,001.85
28	1,322.16	1,376.23	1,437.06	2,026.03
29	1,346.35	1,400.42	1,461.26	2,050.21
30	1,370.54	1,424.61	1,485.44	2,074.41
31	1,394.73	1,448.79	1,509.62	2,098.60

TU	JFO	FO	SFO	ВС
0	6,090.44	6,601.09	7,175.59	12,738.09
1	6,318.80	6,829.65	7,404.05	12,966.36
2	6,547.36	7,058.01	7,632.60	13,194.91
3	6,775.81	7,286.37	7,860.87	13,423.37
4	7,004.18	7,514.92	8,089.33	13,651.74
5	7,232.63	7,743.38	8,317.88	13,880.29
6	7,461.09	7,971.74	8,546.24	14,108.65
7	7,689.45	8,200.30	8,774.70	14,337.01
8	7,918.01	8,428.66	9,003.25	14,565.57
9	8,146.46	8,657.02	9,231.61	14,794.02
10	8,374.92	8,885.58	9,460.07	15,022.39
11	8,603.29	9,114.03	9,688.53	15,250.94
12	8,831.74	9,342.58	9,916.99	15,479.30
13	9,060.29	9,570.85	10,145.44	15,707.76
14	9,288.66	9,799.31	10,373.81	15,936.22
15	9,517.12	10,027.86	10,602.27	16,164.67
16	9,745.57	10,256.23	10,830.72	16,393.23
17	9,973.94	10,484.68	11,059.18	16,621.50
18	10,202.39	10,713.14	11,287.64	16,849.95
19	10,430.95	10,941.50	11,516.10	17,078.51
20	10,659.31	11,169.96	11,744.46	17,306.87
21	10,887.86	11,398.51	11,973.01	17,535.33
22	11,116.22	11,626.88	12,201.37	17,763.78
23	11,344.59	11,855.43	12,429.83	17,992.15
24	11,573.14	12,083.79	12,658.38	18,220.70
25	11,801.60	12,312.16	12,886.65	18,449.16
26	12,029.96	12,540.71	13,115.11	18,677.52
27	12,258.42	12,769.17	13,343.66	18,906.07
28	12,486.88	12,997.53	13,572.03	19,134.44
29	12,715.33	13,225.99	13,800.58	19,362.80
30	12,943.79	13,454.44	14,028.94	19,591.35
31	13,172.25	13,682.81	14,257.30	19,819.81

TU	JFO	FO	SFO	ВС
0	651.33	705.94	767.38	1,362.25
1	675.75	730.38	791.81	1,386.66
2	700.19	754.80	816.25	1,411.10
3	724.62	779.23	840.66	1,435.53
4	749.05	803.67	865.10	1,459.96
5	773.48	828.10	889.54	1,484.40
6	797.91	852.52	913.96	1,508.82
7	822.33	876.96	938.39	1,533.24
8	846.77	901.38	962.83	1,557.68
9	871.21	925.81	987.25	1,582.11
10	895.64	950.25	1,011.69	1,606.54
11	920.06	974.68	1,036.12	1,630.98
12	944.49	999.12	1,060.55	1,655.40
13	968.93	1,023.53	1,084.98	1,679.83
14	993.36	1,047.97	1,109.40	1,704.26
15	1,017.79	1,072.41	1,133.84	1,728.70
16	1,042.22	1,096.83	1,158.27	1,753.14
17	1,066.64	1,121.26	1,182.70	1,777.55
18	1,091.07	1,145.69	1,207.13	1,801.98
19	1,115.51	1,170.12	1,231.56	1,826.42
20	1,139.94	1,194.55	1,255.99	1,850.85
21	1,164.38	1,218.99	1,280.43	1,875.28
22	1,188.80	1,243.41	1,304.85	1,899.71
23	1,213.22	1,267.85	1,329.28	1,924.13
24	1,237.66	1,292.27	1,353.72	1,948.57
25	1,262.10	1,316.70	1,378.13	1,973.00
26	1,286.52	1,341.14	1,402.57	1,997.43
27	1,310.95	1,365.57	1,427.01	2,021.87
28	1,335.38	1,389.99	1,451.43	2,046.29
29	1,359.81	1,414.42	1,475.87	2,070.71
30	1,384.25	1,438.86	1,500.29	2,095.15
31	1,408.68	1,463.28	1,524.72	2,119.59

TU	JFO	FO	SFO	ВС
0	657.84	713.00	775.05	1,375.87
1	682.51	737.68	799.73	1,400.53
2	707.19	762.35	824.41	1,425.21
3	731.87	787.02	849.07	1,449.89
4	756.54	811.71	873.75	1,474.56
5	781.21	836.38	898.44	1,499.24
6	805.89	861.05	923.10	1,523.91
7	830.55	885.73	947.77	1,548.57
8	855.24	910.39	972.46	1,573.26
9	879.92	935.07	997.12	1,597.93
10	904.60	959.75	1,021.81	1,622.61
11	929.26	984.43	1,046.48	1,647.29
12	953.93	1,009.11	1,071.16	1,671.95
13	978.62	1,033.77	1,095.83	1,696.63
14	1,003.29	1,058.45	1,120.49	1,721.30
15	1,027.97	1,083.13	1,145.18	1,745.99
16	1,052.64	1,107.80	1,169.85	1,770.67
17	1,077.31	1,132.47	1,194.53	1,795.33
18	1,101.98	1,157.15	1,219.20	1,820.00
19	1,126.67	1,181.82	1,243.88	1,844.68
20	1,151.34	1,206.50	1,268.55	1,869.36
21	1,176.02	1,231.18	1,293.23	1,894.03
22	1,200.69	1,255.84	1,317.90	1,918.71
23	1,225.35	1,280.53	1,342.57	1,943.37
24	1,250.04	1,305.19	1,367.26	1,968.06
25	1,274.72	1,329.87	1,391.91	1,992.73
26	1,299.39	1,354.55	1,416.60	2,017.40
27	1,324.06	1,379.23	1,441.28	2,042.09
28	1,348.73	1,403.89	1,465.94	2,066.75
29	1,373.41	1,428.56	1,490.63	2,091.42
30	1,398.09	1,453.25	1,515.29	2,116.10
31	1,422.77	1,477.91	1,539.97	2,140.79

TU	JFO	FO	SFO	ВС
0	664.42	720.13	782.80	1,389.63
1	689.34	745.06	807.73	1,414.54
2	714.26	769.97	832.65	1,439.46
3	739.19	794.89	857.56	1,464.39
4	764.11	819.83	882.49	1,489.31
5	789.02	844.74	907.42	1,514.23
6	813.95	869.66	932.33	1,539.15
7	838.86	894.59	957.25	1,564.06
8	863.79	919.49	982.18	1,588.99
9	888.72	944.42	1,007.09	1,613.91
10	913.65	969.35	1,032.03	1,638.84
11	938.55	994.27	1,056.94	1,663.76
12	963.47	1,019.20	1,081.87	1,688.67
13	988.41	1,044.11	1,106.79	1,713.60
14	1,013.32	1,069.03	1,131.69	1,738.51
15	1,038.25	1,093.96	1,156.63	1,763.45
16	1,063.17	1,118.88	1,181.55	1,788.38
17	1,088.08	1,143.79	1,206.48	1,813.28
18	1,113.00	1,168.72	1,231.39	1,838.20
19	1,137.94	1,193.64	1,256.32	1,863.13
20	1,162.85	1,218.57	1,281.24	1,888.05
21	1,187.78	1,243.49	1,306.16	1,912.97
22	1,212.70	1,268.40	1,331.08	1,937.90
23	1,237.60	1,293.34	1,356.00	1,962.80
24	1,262.54	1,318.24	1,380.93	1,987.74
25	1,287.47	1,343.17	1,405.83	2,012.66
26	1,312.38	1,368.10	1,430.77	2,037.57
27	1,337.30	1,393.02	1,455.69	2,062.51
28	1,362.22	1,417.93	1,480.60	2,087.42
29	1,387.14	1,442.85	1,505.54	2,112.33
30	1,412.07	1,467.78	1,530.44	2,137.26
31	1,437.00	1,492.69	1,555.37	2,162.20

Signed in Luxembourg on 22 December original, whereas a copy will be registere		originals, each Party having received one spection du Travail et des Mines".
CARGOLUX AIRLINES INTERNATIONAL	S.A.	
Signature:signed- Name: Richard FORSON Title: President and CEO	Signature: Name: Title:	-signed-  Elisabeth Conrad von Konradsheim VP Human Resources
LCGB	OGBL	
Signature:signed- Name: Paul DE ARAUJO Title: Union Secretary	Signature Name: Title:	-signed- Michelle CLOOS Central Secretary

Cargolux Collective Work Agreement 2023-2024



## PROTOCOL TO COLLECTIVE WORK AGREEMENT 2023-2024

(the "Protocol")

Page 1 of 3

Classification: Restricted distribution

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Cargolux Collective Work Agreement 2023-2024

The present Protocol in an annex to the Collective Work Agreement (hereinafter referred to as the "2023-2024 CWA") signed on 22 December 2023, between the company <u>Cargolux Airlines International S.A.</u>, represented by Mr Richard FORSON, President and CEO and Ms Elisabeth CONRAO NKONRAOSHEIM, VP Human Resources on one side (hereinafter referred to as the "Company"), D NKONRAOSHEIM, VP Human Resources on one side (hereinafter referred to as the "Company").

the unions <u>LCGB</u>, represented by Mr Paul DE ARAUJO and <u>OGBL</u>, represented by Ms Michelle CLOOS on the other side (hereinafter referred to as the "Unions") (hereinafter referred collectively to as the "Parties").

#### WHEREAS

The Parties are signing the Collective Work Agreement applicable to the employees of the Company for the period starting 01 January 2023 and ending 31 August 2024 (the 2023-2024 CWA).

The Parties agreed that certain articles and dedicated parts of this 2023-2024 CWA will be applicable at a subsequent date of entry into force of the 2023-2024 CWA.

THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

#### ARTICLE 1 - OFFSET ENTRY INTO FORCE

- 1.1 The Parties agree that the following articles/parts of the Collective Work Agreement 2023-2024 will only be applicable as of 01 January 2024, being specified that this list is exhaustive:
  - Article 5.3;
  - Article 11.2.12 (new);
  - Article 11.4 (new);
  - Article 12.2.4;
  - Article 13.1.2 (new);
  - Article 20.4;
  - Article 24.2.1.2
     Article 24.6 (new);
  - Article 29:
  - Article 29;
  - Article 36.6.4:
  - Article 36.6.4;
     Article 36.9.1;
  - Article 36.11; whereas the eCrew app push notification is presently under development;
  - Article 36.14;
  - Article 36.16.1, whereas this Article requires Jeppesen/AIMS implementation;
  - Article 36.16.4 (new);
  - Article 36.20 (new) in accordance with the specificities foreseen in the corresponding Article;

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#### Cargolux Collective Work Agreement 2023-2024

- Article 37.2:
- Article 38.6 (for avoidance of doubt, the payout will take place as of 01 January 2024 but this Article
  applies to duty hours worked as of 01 October 2023);
- Article 39.1;
- Article 42.2;
- Article 42.3 with the exception of Article 42.3.2 which is applicable since 01 January 2023;
- Article 43.2 (new);
- Article 44.2;
- Article 45.7.

For the sake of clarity, this means that for the period before 01 January 2024, it has to be referred to the former applicable Collective Work Agreement, covering the period 2020-2022 (hereinafter referred to as the "2020-2022 CWA"). Notably, for the articles which are not 'new in the list hereabove, from 01 January 2023 to 31 December 2023, the same articles of the 2020-2022 CWA shall apply. The 'new' articles in the list hereabove will only apply as of 01 January 2024.

1.2 Concerning Article 19.2, the Parties agree that the enablement training of the Talent Review process will start in 2024 to start the collection of the structured feedback as of 2025, provided that an appropriate IT tool is put in place.

This Protocol forms an integral part of the 2023-2024 CWA.

Signed in Luxembourg on 22 December 2023 in 3 originals attached to the 2023-2024 CWA, each Party having received one original, a copy being registered at the "Inspection du Travail et des Mines".

CARGOLUX AIRLINES INTERNATIONAL S.A.

Signature: Name: Richard FORSON

Title: President and CEO

LCGB

Signature

Name: Eli

Title: VP Hum

Signature:
Name: Michelle CLOOS
Title: Central Secretary OGBL

Signature.
Name: Paul DE ARAUJO
Title: Union Secretary LCGB

CONRAD VON KONRADSHEIM

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**OGBL** 

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Cargolux Collective Work Agreement 2024-2027



# PROTOCOL TO COLLECTIVE WORK AGREEMENT 2024-2027

(the "Protocol")

Page 1 of 2

Classification: Restricted distribution

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#### Cargolux Collective Work Agreement 2024-2027

The present Protocol in an annex to the Collective Work Agreement (hereinafter referred to as the "2024-2027 CWA") signed on 22 December 2023, between the company <u>Cargolux Airlines International S.A.</u> represented by Mr Richard FORSON, President and CEO and Ms Elisabeth CONRAD VON KONRADSHEIM, VP Human Resources on one side (hereinafter referred to as the "Company"), and

the unions <u>LCGB</u>, represented by Mr Paul DE ARAUJO and <u>OGBL</u>, represented by Ms Michelle CLOOS on the other side (hereinafter referred to as the "**Unions**") (hereinafter referred collectively to as the "**Parties**").

#### WHEREAS

The Parties are signing the Collective Work Agreement applicable to the employees of the Company for the period starting 01 September 2024 and ending 31 August 2027 (the 2024-2027 CWA).

#### THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

#### ARTICLE 1 - OFFSET ENTRY INTO FORCE

1 Concerning Article 19.2, the Parties agree that the enablement training of the Talent Review process will start in 2024 to start the collection of the structured feedback as of 2025, provided that an appropriate IT tool is put in place.

This Protocol forms an integral part of the 2024-2027 CWA.

Signed in Luxembourg on 22 December 2023 in 3 originals attached to the 2024-2027 CWA, each Party having received one original, a copy being registered at the "Inspection du Travail et des Mines".

CARGOLUX AIRLINES INTERNATIONAL S.A.

Signature: Name: Richard FORSON Title: President and CEO Signature// Name: Elisabeth CONRAD VON KONRADSHEIM

Title: VP Numer Resources

OGBL

Signature: Name: Michelle CLOOS

Name: Michelle CLOOS
Title: Central Secretary OGBL

LCGB

Signature:

Name: Paul DE ARAUJO Title: Union Secretary LCGB

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Classification: Restricted distribution

