

**VIENNA CABIN CREW BASE T&C's – 1 JULY 2020 TO 31 MAR 2023**

The Collective Agreement dated 1 August 2018 is hereby terminated by agreement and will be replaced by the following VIE based cabin crew T&C's.

This CLA & Rostering Agreement enters into force on 1 July 2020 and may be terminated at any time during the agreement by 3 months notice in writing.

The employer or the employee may terminate the employment of cabin crew at any time by giving 6 weeks notice (or statutory notice for longer service in Laudamotion which only started services in Mar 2018) with effect from the 15th or the last day of each month.

**1. Basic Pay**

	Annual Basic	Monthly (÷ 14)
SFA	€19,000	€1,357
ASFA	€16,000	€1,143
FA	€14,000	€ 1,000

The above annual and monthly figures includes a tax free allowance of €360 per month to cover unsocial hours including working nights, weekends, bank holidays, etc.

In addition to the above annual basic, SFA's will receive an annual €2,000 SFA allowance paid in 14 monthly instalments of €142.85 per month. SFA's must complete line training on any other crew training and checking duties as assigned.

The basis of the special payments payable on 30 June and 30 Nov each year shall be the average monthly basic salary for the previous 5 months only, with no other payments. These payments will only be made to those crew members who are on the payroll for at least 5 months on each of these 2 special payment dates.

**2. Sector Pay/Daily Allowance**

<b>SFA</b>	<b>SBH</b>	<b>A/L</b>	<b>G/D</b>	<b>T/D</b>	<b>P/D</b>
<b>Gross</b>	€11.00	€35.52	€43.36	€43.36	€43.36
<b>ASFA</b>	<b>SBH</b>	<b>A/L</b>	<b>G/D</b>	<b>T/D</b>	<b>P/D</b>
<b>Gross</b>	€10.00	€31.44	€39.92	€39.92	€39.92
<b>FA</b>	<b>SBH</b>	<b>A/L</b>	<b>G/D</b>	<b>T/D</b>	<b>P/D</b>
<b>Gross</b>	€9.00	€30.84	€30.84	€30.84	€30.84

"SBH" – means scheduled block hours for executed flights each day of rostered duty.

Sector Pay (SBH) is calculated on a scheduled block hour basis and includes a premium for all hours associated with flight duty, including but not limited to pre and post flight reporting, delays and all onboard duties including the use of the handheld VPOS system. Sector pay is only paid for revenue flights and is not payable in the 13 and 14 months when no sectors are flown.

"A/L" means a daily payment for each rostered A/L day.

"G/D" is a daily payment applicable only to rostered ground duties as determined by the Company.

"T/D" is a daily payment applicable only to rostered training duties as determined by the Company which will only apply to classroom/practical training.

"P/D" is a daily pregnancy duty payment applicable to pregnant crew rostered office duties for each office day completed prior to commencing maternity leave.



### 3. Uniform, Medical, ID etc. Allowance.

An annual allowance of €400 gross p.a. (€28.50 per month paid over 14 months) will be paid to SFA's, ASFA's and FA's to pay for replacement uniform items, airport ID's, medical exams required by the aviation authorities, parking, water, etc. In circumstances where crew neglect to replace their uniforms in accordance with the company grooming policy, the company reserves the right to order the appropriate replacement items on a crew members behalf and amend the annual allowance to recoup the cost of these replacement item(s) required to comply with uniform grooming guidelines.

The cost of medicals is included in the above €400 allowance paid to cabin crew and it is each individual crew member's responsibility to ensure that they arrange and undertake regular medical checks required by the aviation authorities and arrange for the payment of these medicals themselves using the funds included in the €400 allowance.

The monthly payment of €28.50 (€400 / 14) is not payable in any month that a cabin crew member does not comply with the absence procedure or receives a no show. The monthly payment of this allowance will be payable from the first full month after the completion of one year's service and are subject to being varied, amended, or withdrawn at any time. There is no legal entitlement to this allowance for the future even if this allowance was granted once or on several occasions.

### 4. Rosters

1. 5 on 3 off roster on a trial basis from 01 July 20 – Mar 2023.
2. A 5 on 3 off roster pattern generates up to an additional 33 planned days away from the Company p.a. over and above a standard 5/2 roster.
3. Draft rosters will be issued each Friday for the 4 weeks commencing on Monday 3 days later. Draft rostered duties will be subject to change.
4. Final roster will be issued on Friday for the week commencing on Monday 3 days later.
5. Roster changes (defined as involving an increase in sectors) will only be permitted from earlies to earlies, or from lates to lates. These changes are compulsory and can be made on the day in the interest of minimising customer disruptions.
6. Individual fixed roster patterns are planned but not guaranteed. The Company reserves the right to amend or alter roster patterns based on operational requirements. In the interest of fairness Lauda will engage with individuals in advance of any change.
7. Requests for specific days off or duty types cannot be accommodated however requests for individual days' annual leave may be accommodated.
8. Any swaps made by cabin crew must be approved, in writing, in advance by Crew Control.
9. Cabin Crew may swap from a flight duty to a standby duty but not on the day or days immediately before or after rostered days off.

- [REDACTED]
11. If Flight Time Limitation (FTL's) are reached or come into play, then, in order of priority; annual leave, then training (if required) will be allocated. [REDACTED]
  12. Annual Leave and roster patterns are subject to change on promotion or transfer.
  13. All FTL's will be as per the current EASA FTL and any future revisions.
  14. Time taken to undergo Medicals is included in the basic salary and will occur on crew member's days off.
  15. Cabin Crew will arrange their own medical appointments outside of time rostered for duty by the company. Since Cabin Crew are paid an allowance for medical costs, Cabin Crew will pay the fees for any medical appointments to the provider directly.
  16. Early starts and late finishes will be subject to the restrictions of EASA FTL.
  17. This applies to all aircraft types current and future.
  18. In order to protect the integrity of the fixed, 5/3 roster and to prevent disruption to customers or colleagues, part time will only be possible where two cabin crew share a full roster line (e.g. each cabin crew operates 5/11 so a full 5/3 roster is covered).
  19. All Airline business models involve some level of seasonality with fewer flights during the winter season normally between November and March. Depending on the aircraft allocations and flight schedules there may be a need for cabin crew to accept unpaid leave during the less busy winter season in accordance with individual contracts of employment.
  20. At the end of March 2023, the 5/3 roster trial ends and the roster automatically reverts to an unfixed roster. It is accepted that if operational circumstances change (such as a heavy training burden, an aircraft introduction, increased sector length or above normal levels of resignations/recruitment or force majeure etc.), then the integrity of revenue flight operations

will remain paramount and these rostering guidelines may be temporarily suspended or altered and the basic provisions of EASA FTL will apply.

21. The above are rostering guidelines only – cabin crew have no contractual right to any set roster pattern – while the Company will plan to implement the rostering guidelines cabin crew must clearly understand that the Company may require cabin crew to work at such time and on such days as the Company may specify from time to time which will routinely include Saturdays, Sundays and public holidays. Cabin crew must be prepared to work shift duties and additional hours when requested by the Company, without additional remuneration. Total remuneration has been calculated to take account of this and includes a premium for Sunday and Bank Holiday work.
22. Sick certs (self or doctor) must be submitted on the first day of absence in accordance with the procedures published by Lauda on Crewdock or any allowances payable for that month will be forfeited.
23. These roster guidelines are subject to EASA FTL's currently in force. In the event of a change to the applicable FTL's, these rostering guidelines will be subject to review.
24. Lauda has invested significant resources to hire additional crew to make the 5/3 roster work. That roster depends on some flexibility from crew to operate additional days outside of the standard 5/3 pattern when necessary.
25. The Company will endeavour to keep such flexible days to a minimum and to provide as much notification to crew as possible. Any additional days rostered outside the pattern will be marked as "F" on the roster.

#### 5. Leave

Cabin crew will receive 38 days annual leave per annum including 13 public holidays of which 20 days may be applied for in blocks of 5 days. A further 5 days of annual leave days may be applied for as ad hoc individual days with the remainder of 13 days incorporated into the 5/3 favourable roster which already generates 33 more days off p.a than a normal 5/2 roster. No other special leave entitlement arise given the generous 5/3 fixed roster.

#### 6. Productivity

1. This agreement guarantees no loss of current productivity which enables Lauda to plan and execute its flying programme with a crewing ratio of no more than 5.2 crews per aircraft (based on 850 hours per cabin crew).



3. It is accepted that from time to time if operational circumstances change, (such as a heavy training burden, an aircraft introduction, or above normal levels of resignations/recruitment or force majeure), then the integrity of revenue flight operations will remain paramount and these rostering guidelines may be suspended or altered for periods of 28 days at a time and the basic provisions of the Lauda OMA will apply.
4. Any unauthorised absences (i.e. non-certified sickness, no shows / non-compliance with absence reporting procedure) will be recovered in subsequent rosters through roster adjustments to scheduled days off if necessary. This ensures that the small number of cabin crew who disrupt the roster and their colleagues unnecessarily at short notice will have the days recovered in the following month's roster.

#### 7. Training

All Cabin Crew must have access to an internet enabled device that meets the minimum browser and content streaming requirements to view content of the Laudamotion training site for the duration of their employment. Training conducted via e-learning \ distance learning will be completed and payment for same has been incorporated into the basic pay in this document.

#### 8. Sales Bonus

All cabin crew may be entitled to receive a Sales Bonus award on Inflight sales. The Sales bonus award is non-contractual (non-binding) and is not intended to be incorporated into the contract of employment by reference in this agreement. The Sales Bonus may be varied, by the employer at any time with 1 months notice. There is no legal entitlement to a Sales Bonus for the future even if a Sales Bonus was granted once or on several occasions. Cabin Crew are required to take the utmost care when dealing with

bar allocations and the counting of the stock and cash. The Sales Bonus will be calculated on a flight-by-flight basis currently calculated as 10% of individual onboard sales recorded in each cabin crew VPOS device less any adjustment for shortages in stock (at selling price) and any shortages in cash for any flights which are operated by each crew member. The gross bonus figure (subject to tax and social insurance deductions) shown on your monthly wage slip will be based on the above calculation.

**9. Other**

- a) These T&C's apply to all Lauda aircraft types and variants based in Austria.
- b) At the end of March 2023, if this agreement is not extended or replaced by a new agreement, the roster automatically reverts to an unfixd roster pattern.
- c) This agreement contains the totality of all allowances and payments for Laudamotion Vienna cabin crew and supersedes all previous agreements. Laudamotion Vienna cabin crew are not entitled to any other payments other than those specified in this agreement.
- d) Laudamotion commenced operations in March 2018, which is the earliest employment start date for any Laudamotion cabin crew. Any previous service or entitlements (prior to March 2018) do not apply to any cabin crew members current employment with Laudamotion.

**Minimum Gross Annual Income Guarantee for FA's**

Additionally, the employer will guarantee that all FA's will receive an annual minimum gross income of €19,200 for a full calendar year (€1,600 gross x 12 months). If any FA receives less than this calendar year gross income, they will receive a top up payment in their January payroll. If any FA joins Lauda during the calendar year, this minimum income will be prorated to the month of joining. E.g if a FA joins Lauda on 15 April, then they will be guaranteed a minimum gross income for that calendar year of  $8 \frac{1}{2} \times (\text{€}19,200 \div 12) = \text{€}13,600$ , which equates to €1,600 gross per month.

If the FA leaves Lauda or is dismissed for any reason before 31 Dec end of the calendar year, then no such minimum annual gross income will apply to them.

For avoidance of doubt, the FA minimum gross annual income of €19,200 (€1,600 per 12 months) includes all basic pay, sector pay, allowances, sales commissions and any other income received from Lauda.

**Signed by Laudamotion:**

Andreas Gruber

Joint CEO

  
Date: 28 May 2020

David O'Brien

Joint CEO

  
Date: 28 May 2020

**Signed by WKO:**

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Date: 28 May 2020

**Signed by Vida Union:**

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Date: 28 May 2020

**VIENNA CABIN CREW GROUND INSTRUCTOR**  
**APPENDIX TO T&C's - 1 JUL 2020 TO 31 MAR 2023**

The purpose of this document is to outline training payments and allowances for Lauda directly employed cabin crew who are appointed annually as Ground Instructors and who carry out training duties.

**Ground Instructor-Operator (GI/O) Payments and Allowances**

The temporary appointment of a Cabin Crew ground Instructor is subject to an annual review. Ground instructors payments will be considered part of variable pay. The Ground instructor temporary appointment may end at any time at the company's sole discretion. In such cases Ground Instructors payments or allowance will automatically cease and will no longer be considered part of their pay.

**Ground Training/Buro Duty Payment**

- Ground Training/Buro Duty payments applicable to Ground Instructors for each day of training will be paid at a rate of €125.00
- Office Work for Ground Instructors will be paid at the daily rate of €80.00 only when rostered in advance and approved by the Company.

**Part Time**

In order to protect the integrity of the fixed, 5/3 roster and to prevent disruption to customers or colleagues, part time working will only be possible where two Ground Instructors share a full roster line (e.g. each Ground Instructors and/or cabin crew operates 5/11 so a full 5/3 roster is covered) by the 2 crew members covering the avg. full time roster.

**Out of base**

When a Lauda employed Ground Instructor is rostered duty out of base the below process will be followed;

- a. The rostering department will assign an out of base nightstop (including planned and unplanned night stops) which will trigger the payment of a €35.00 per diem per night
- b. The operations department will book the individual Ground Instructors hotel accommodation and forward the confirmation to the individual Ground Instructor.
- c. In the event of a requirement for ground transport to complete out of base duties Ground Instructors can;
  - i. Use their own car and expense mileage (at the standard Lauda rates), tolls, car parking etc.
  - ii. Request car hire booked by the Company through the training admin department. Any requests for car hire must be submitted within 72 hours of the out of base duty being published.
  - iii. Use public transport i.e. a bus or train and claim back the recovery of expenses where the use of public transport still allows the duty to be completed as determined by Lauda operations and in compliance with FTLs.

### CABIN CREW VIE BASE COSTS

<b>2019 LAUDA OLD VIE C.CREW COSTS (BASED ON AVG. YRS SERVICE)</b>					
	<b>BASIC P.A</b>	<b>MONTHLY (÷14)</b>	<b>SCTR (850 HRS)</b>	<b>ALLOW &amp; COMM</b>	<b>TOTAL</b>
<b>SFA (Yr4)</b>	€25,214	€1,801	€8,190 (1)	€3,500 (2 & 3)	€36,904
<b>ASFA</b>	-	-	-	-	-
<b>FA (Yr1)</b>	€15,820	€1,130	€8,190 (1)	€1,200 (2)	€25,210

1. Cabin Crew sector pay 850hrs x €8.65 plus 2 months (13 & 14) @ €418 p.month (€838)
2. Cabin Crew Comms of €1,200 is 12 x €100 p.month in flt sales (old comm sys)
3. SFA receive a daily SFA allowance which in 2019 averaged €2,300 p.a. per SFA

<b>LAUDA NEW VIE C.CREW COSTS FROM 1 JULY 2020</b>						
	<b>BASIC P.A</b>	<b>MONTHLY (÷14)</b>	<b>SCTR (850 HRS)</b>	<b>ALLOWS &amp; COMM</b>	<b>TOTAL</b>	<b>CHANGE</b>
<b>SFA</b>	€19,000	€1,357	€9,350 (€11)	€4,800 (1 & 2)	€33,150	(-10%)
<b>ASFA</b>	€16,000	€1,143	€8,500 (€10)	€2,800 (1)	€27,300	
<b>FA</b>	€14,000	€1,000	€7,650 (€9)	€2,800 (1)	€24,450	(-3%)

1. Sales Comms of €2,400 (=€200 p.month in flt sales under new comm sys) plus €400 c.c. annual allowance.
2. SFA's receive an annual SFA allow of €2,000

**Notes:**

VIE SFA's have avg. of 3.2 yrs service at 1 April 2020

VIE FA's have avg. of 1 yr service at 1 April 2020

