

Collective Bargaining Agreement

2022 – 2026

between

Maersk Air Crew & Training Company A/S
(**“MACT”**)

and

Metal Luftfart

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General part

As long as this collective bargaining agreement (the “**Agreement**”) is in force, none of the parties or their members shall be entitled, individually or several of them jointly, to attempt by any means whatsoever, openly or secretly, to counteract the provisions of the Agreement or enforce any change therein.

The parties agree that where any future legislation may interfere with the decisions of the parties and any rights arising therefrom, the parties shall make a positive contribution towards restoring the original agreement to the extent this is technically and legally possible.

The parties agree that respecting the observance of the Agreement - the peace obligation - is a fundamental condition for the preservation of the collective agreement system.

1 General**1.1 Scope of the Agreement**

1.1.1 The Agreement covers all crew members (*in Danish: “Piloter”*) employed by MACT and working permanently from a base in Denmark. However, the agreement does not cover employees engaged for temporary work not exceeding six (6) months; however, the combined total remuneration for such crew members may not be lower than the combined total remuneration under this Agreement.

1.1.2 The Parties acknowledged and agrees that the main focus of MACT at the time of the signing of the Agreement is Long-haul (as defined below). However, MACT may operate Short-haul (as defined below) on a case-by-case basis. The Parties agree that if MACT starts to operate Short-haul on a more than case-by-case basis, the Parties shall in good faith negotiate and agree relevant changes in relation to the clauses on scheduling and duty time

- i. Long-haul (LH): Long-haul operation means any routes that extend beyond 6 hours flight.
- ii. Short-haul (SH): Short-haul operation means any flight that does not fall under the notion of long-haul.

1.1.3 Crew members primarily working with administrative tasks are not covered by this Agreement.

1.1.4 External instructors that operates as independent contractors and who are hired for the purpose of training crew members are not comprised by this Agreement.

1.1.5 A crew member is at the instruction of MACT obligated to be temporarily stationed to a base outside Denmark for a period of up to six (6) weeks, in two (2) periods within a 12-month period. Unless the crew member accepts a shorter notice, a temporary stationing must be notified at least two (2) weeks prior to such stationing. The Agreement shall continue to apply during the stationing.

1.1.6 If a crew member according to an individual agreement (with consent for the crew member) is temporary stationed to a base outside Denmark for a period of up to 12

months, the Agreement shall – to the extent this is in compliance with local mandatory legislation - continue to apply during the stationing, unless MACT and the individual crew member agree that the employment relationship is to be covered by the legislation in the country to where the crew member is stationed.

- 1.1.7 If a crew member based outside Denmark is temporary stationed to a Danish base for a period of up to 12 months, the Agreement shall not apply during the stationing unless MACT and the individual crew member agree that the employment relationship is to be covered by Danish law. In the period until 30 September 2023, the number of such temporary stationed crew members – exempt from the Agreement - cannot exceed 20% of the total number of crew members employed by MACT, unless the employment terms for the stationed crew members on an overall basis are more favourable than provided by this Agreement. After 1 October 2023, the number of such temporary stationed crew members – exempt from the Agreement - cannot exceed 10% of the total number of crew members employed by MACT, unless the employment terms for the stationed crew members on an overall basis are more favourable than provided by this Agreement.
- 1.1.8 If MACT hires crew members from an external supplier, the combined total remuneration for such crew members may not be lower than the combined total remuneration under this Agreement.

2 General terms and conditions of employment

2.1 *Salaried Employees Act etc.*

- 2.1.1 The employment relationship of crew members is governed by Danish employment law, including the Danish Holiday Act and the Danish Salaried Employees Act.

2.2 *Notice periods*

- 2.2.1 As regards the consideration of matters involving dismissal of crew members, reference is made to the provisions of the Danish Salaried Employees Act.

2.3 *License*

- 2.3.1 Crew members must hold a valid license and are responsible for maintaining the validity of the license in accordance with the rules governing license validity.
- 2.3.2 MACT shall pay the expenses for maintenance and/or alterations of the required licenses.
- 2.3.3 MACT will undertake the administrative coordination between the crew member who holds a Danish license and the Danish Aviation Authorities (Danish CAA).
- 2.3.4 The time spent in settling the aforementioned matters is not included in the calculation of duty time.

2.4 *Vaccinations, passport and visa*

- 2.4.1 Crew members must hold the necessary certifications required to perform their duties.

- 2.4.2 MACT shall pay the expenses for vaccinations recommended and required by the country in question as well as the expenses for the required visas, if any, and medical renewals. MACT will facilitate the vaccinations.
- 2.4.3 The crew member shall at any time be the holder of a valid passport.
- 2.4.4 The time spent in settling the aforementioned matters is not included in the calculation of duty time, excluding passport, visa and medical examinations where it is required that the crew member attends in person.
- 2.5 *Uniform, parking and electronic devices*
- 2.5.1 Crew members are obligated to wear uniform while on duty. MACT shall supply the uniform.
- 2.5.2 MACT shall provide a parking space at the crew member's home base while the crew member is on duty.
- 2.5.3 MACT shall provide a mobile phone, an iPad or similar electronic device to each crew member for the performance of his/her duty.
- 2.6 *Meals, hotels, transport*
- 2.6.1 Travel expenses, including meals, are paid by MACT in accordance with the applicable travel policy for the Maersk Group. Crew members are not entitled to any per diem.
- 2.6.2 MACT will arrange for the issue of a company credit card to the crew members which must be used when paying out of pocket expenses. The crew members must comply with the applicable policy when using the credit card.
- 2.6.3 The preparation of settlements for travel costs must be prepared within the usual working time, and the crew members are not entitled to any separate compensation in this respect.
- 2.6.4 Crew member positioning or business trip flights shall be planned in accordance with APMM travel policy. All trips is to be planned in the most direct and suitable manner.
- 2.7 *Leave of Absence*
- 2.7.1 Crew members are entitled to absence on the first sick day of the child and leave in connection with childbirth in accordance with the general Maersk Group's policy.
- 2.8 *Promotions*
- 2.8.1 MACT decides at its sole discretion if/when a crew member is promoted to captain based on the following non-exhaustive and non-prioritised list of criteria:
1. Qualifications;
 2. Performance;
 3. Management skills;

- 4. Personnel engagement; and
- 5. Seniority.

2.9 Training

2.9.1 Provided that it is consistent with their duty, crew members must have the opportunity of participating in additional education/training outside MACT, provided the education/training is within a sphere justified by their employment.

2.9.2 If the employment ends within a period of up to 36 months (the actual period will be agreed with the individual crew members) after a crew member has completed type rate and commander training paid by MACT (the “Commitment Period”), either (i) as a result of the crew member’s own termination, without this being due to MACT’s material breach, or (ii) as a result of MACT’s termination, and the crew member has given just cause for such termination, the crew member shall repay the actual training costs, which shall be reduced on a straight-line basis throughout the Commitment Period. The maximum value of the different types of training has been agreed to the following amounts:

- 1. Type rate: DKK 300,000
- 2. Commander training: DKK 300,000.

3 Duty

3.1 Production days

3.1.1 The following calculation of the number of production days provides the basis for the duty/off-duty system.

Calculation of number of production days per calendar year – full time employment:

Number of days per year	365
Number of days off	155
Number of vacation days	25
Number of production days (365-25-154)	185

- 3.1.2 Crew members are entitled to a minimum of 11 days off each month.
- 3.1.3 In case MACT in written agreement with a crew member buys a day off, the crew member will be compensated by at least 8% of the monthly salary.
- 3.2 Duty time
- 3.2.1 Working hours are governed by the flight time limitations in accordance with the EASA FTL.
- 3.2.2 The roster with the assigned duty for each crew member is released on the 15th in each month, covering the following full month.

- 3.3** *Reallocation*
- 3.3.1** Between check-in and check-out at the home base, the crew member may be freely re-allocated.
- 3.3.2** Check-in at the home base may be advanced by up to three (3) hours. An advanced check-in must be notified 12 hours prior to the advanced check-in time.
- 3.4** *Rest*
- 3.4.1** Upon arrival at the home base after a long-haul operation, the crew member is entitled to at least 72 hours scheduled rest from his service.
- 3.4.2** In terms of all other operations, the crew member is entitled to rest from his service in accordance with FTL.
- 3.5** *Earlier check-in (long-haul operation)*
- 3.5.1** The crew member may be informed of a new check-in time by at least 12 hours' notice, in which case any scheduled check-in time may be advanced by up to seven (7) hours.
- 3.6** *Changes before check in (long-haul operation)*
- 3.6.1** In case of cancellation, delay or operational change, the crew member must be informed as soon as possible if the duty is extended by one (1) or more days.
- 3.6.2** Rescheduling that affects any scheduled days off will be compensated either through grant of a new day off or monetary compensation at the choice of MACT.
- 3.7** *Later check-out (long-haul operations)*
- 3.7.1** Rescheduling resulting in check-out on a crew member's scheduled day off will be compensated either through grant of a new day off or monetary compensation at the discretion of MACT.
- 3.8** *On-call duty/stand-by duty*
- 3.8.1** Dependent on the operational pattern, the crew members may be subject to on-call duty/standby duty.
- 3.8.2** When a crew member is called to work during his on-call duty, check-in must happen as soon as possible and – under normal circumstances in terms of traffic and weather – within 90 minutes.
- 3.8.3** An on-call duty relating to a long-haul operation will cover the whole operation, which may run the course of several days, and consequently the crew member may be called to work for any part of said operation.
- 3.8.4** If the crew member is called to work on a long-haul operation that affects subsequent days off, such days off can be cancelled and compensated through the grant of new either rescheduled or unscheduled days off.
- 3.9** *Field duty*
- 3.9.1** If a crew member is grounded, or if a crew member is not assigned to flight duty, MACT is entitled to assign such crew member to relevant field duty.

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- 3.10

Part Time
- 3.10.1

MACT and a crew member may agree on part-time employment.
- 3.10.2

In the case of part-time employment, the calculation of the pay and other benefits pursuant to this Agreement shall, unless specified otherwise in this agreement, be based on the ratio between the agreed production days of the crew member concerned and the normal production days for full-time crew members. The ratio shall apply on a monthly basis, e.g. a 67% part-time crew member will have a maximum of $185 \times 67\% / 12 = 10$ monthly production days.
- 3.10.3

Calculated on a yearly basis, a part-time crew member is not obligated to perform work in addition to the agreed part-time working obligation. If a part-time crew member works more than the actual performed working time of the average 30% of the top performing crew members based on working hours, such additional hours shall be remunerated at the crew member's normal hourly rate

- 4

Holiday
- 4.1

Employees are entitled to holiday in accordance with the Danish Holiday Act. Employees accrue 2.08 holidays per month, equivalent to five (5) weeks of holiday per year. Five (5) combined days of holiday is equivalent to one (1) week of holiday.

- 5

Salary etc.
- 5.1

Base salary
- 5.1.1

Crew members' monthly base salary is determined in accordance with the following salary table:

Salary bands	Base salary (DKK)	Variable salary (DKK)	Total salary incl. variable (DKK)
Band 1	30,900	9,013	39,913
Band 2	36,050	9,013	45,063
Band 3	41,200	9,013	50,213
Band 4	45,423	9,013	54,436
Band 5	48,204	9,013	57,217
Band 6	50,470	9,013	59,483
Band 7	52,489	9,013	61,502
Band 8	54,508	9,013	63,521
Band 9	57,680	9,013	66,693

- 5.1.2

From 1 January 2024, the base salary and variable salary in each band are subject to an annual adjustment. The adjustment shall be equivalent to the percentage adjustment according to the Maersk standard salary adjustment method based on a 3rd party industry benchmark.

5.1.3 Crew members move to the next salary band every second (2) year.

5.1.4 Newly hired are placed in the salary table in accordance with the below principles.

Band		Criteria
Band 1		a. All crew members which does not fulfil b, c or d
Band 2		b: Competence and experience i – Valid type rating for relevant type, or ii – Minimum 1,500 hours total flight time
Band 3		c: Competence and experience i – Valid type rating for relevant type, and ii – Minimum 1,500 hours total flight time, or iii -other relevant criteria determined by MACT
Band 4 - 9		d: Competence and experience i – Valid type rating for relevant type, and ii – Minimum 1,500 hours total flight time, and iii - TRI/TRE/NPFO/Chief pilot, or iv – Direct hire of a commander, or iv – Other relevant criteria determined by MACT

5.1.5 All recruitments are decided by MACT based on merits of the candidates.

5.2 *Commander allowance*

5.2.1 A commander is entitled to a fixed monthly allowance of DKK 22,500 per month.

5.2.2 The commander allowance is adjusted annually in accordance with Clause 5.1.2.

5.2.3 The commander allowance is included in the pension bearing salary.

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- 5.3** *Instructor allowance*
- 5.3.1 Instructors are entitled to a fixed monthly allowance of DKK 2,000 per month.
- 5.4** *Variable salary*
- 5.4.1 During the term of the Agreement the Parties shall—based on MACT’s operational needs - in good faith negotiate and agree on a model for the variable salary, within the economic frame of Clause 5.1.1.
- Until the Parties have agreed on a model for the variable salary, cf. Clause 5.4.1, the crew members shall be guaranteed the full variable salary. The Parties agree and acknowledged that this guarantee shall at the latest lapse when the Agreement expires on 1 March 2026, regardless of whether the Parties have agreed on a model for the variable salary.
- 5.4.2 Variable salary is included in the pension bearing salary.
- 5.5** *Pension*
- 5.5.1 Crew members are covered by the mandatory pension scheme established by MACT. MACT’s pension contribution amounts to 11% of pension bearing salary, the crew member’s contribution amounts to 5% of the pension bearing salary.
- 5.5.2 Crew members will be covered by a loss of license insurance, which is paid by MACT.
- 5.5.3 The pension bearing salary includes base salary, commander allowance and variable salary.
- 6** **Cooperation**
- 6.1** *Shop Stewards*
- 6.1.1 For each Danish base, the crew members are entitled to elect one (1) shop steward when more than 10 crew members covered by the Agreement are allocated to the base. The shop steward(s) will be elected among the members of Dansk Metal.
- 6.1.2 Any termination of a shop steward shall be for compelling reasons, and the management shall give the person concerned 6 months' notice of dismissal. However, if the termination is due to shortage of work, the obligation to give 6 months’ notice shall not apply. In such cases, the notice of termination shall be in accordance with the Danish Salaried Employees Act.
- 6.1.3 If a termination is not based on compelling reasons or shortage of work, the shop steward shall depending on the circumstances of the matter be entitled to a compensation of up to three (3) months’ salary, including pension and variable salary, in addition to any compensation the shop steward may be entitled to pursuant to mandatory law. The variable compensation is calculated as an average of the variable compensation the shop steward has earned in the last three (3) months before termination is served.
- 6.2** *Works Council*
- 6.2.1 The employees may request the establishment of a works council with reference to the Corporation Agreement (in Danish “*Samarbejdsaftalen*”) between FH and DA provided the conditions for this are fulfilled.

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6.3 *Staff association*

6.3.1 Metal Luftfart is entitled to establish a staff association within MACT, for the members of Metal Luftfart.

6.3.2 Up to a maximum of five (5) members of the board of the staff association is entitled to have 8 days off with pay each year to perform work for the staff association. Further, the five (5) board members are jointly entitled to 1/2 a day of with pay – per year – for each FTE crew member employed by MACT. However, maximum 50 days per year, for a total maximum of 90 days per year.

7 **Rules for handling industrial disagreements**

7.1 The General Agreement between FH and DA (in Danish: “Hovedaftalen”) shall apply to the Agreement, and industrial disagreements shall be handled in accordance with the Norm (in Danish: “Normen”).

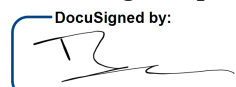
8 **Duration of Agreement**


8.1 This Agreement shall come into force on 1 April 2022 and shall remain in force until terminated by either party giving three (3) months’ notice to the other party in accordance with the rules in the General Agreement between FH and DA to expire on 1 March, however, not earlier than 1 March 2026.


Date: 10 juni 2022 | 08:04 PDT

Date: 10 juni 2022 | 08:06 PDT


On behalf of Maersk Air Crew
& Training Company A/S:


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