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Disclaimer:

- This guide is a document to assist pilots in dealing with situations they may find in their daily work.
- This guide should not replace any official document issued by Ryanair.
- The company procedures or the content of the signed CLA must be always followed.
- Should you find any errors/inaccuracies, please email them to: ryr@sepla.es with the subject "QRH"

February 1, 2023

**Version 1.0*

1. BEFORE START

We present you this QRH for our Spanish based pilots and Sepla members which aim is to cover important topics on your daily (professional) life as a pilot based in Spain.

This guide has several chapters and "memory items" which basically should be done without delay in certain situations.

In this document we also aim to explain some of the more procedural points contained in the CLA. We encourage all members to have a good knowledge of the signed CLA as now it will rule our labour relationship with the company from the date of signing in English and Spanish version.



MILESTONES

"United We Are Stronger".

This is the premise on which the Ryanair pilots' union section was formed in and continues to be our motto today.

With hard work and step by step, the labor relationship of the company with its pilots based in Spain has changed radically since the formation of the Ryanair Company Council, the unity and firmness showed by the pilots has been key element throughout this process.

We want to **thank** the effort and courage showed by **founding team** in a very critical time, the support of Sepla, all its departments and people that made this possible, especially our **legal team**. We all should feel proud of what we have achieved as a collective in these past years:

- **2018: Union Recognition**
- Creation of the **RTPG**
- **1st Jan 2019**: Spanish legislation. (Paternity maternity, wedding leave...)
- Payment on Spanish bank accounts
- Victory on the **collective dismissal** - ERE
- **March 20**: Cornerstone agreement: Reached agreement to regulate different situations during our life as pilots, **AL, BT, CU...**
- Higher Basic with **consolidation of productivity bonus**
- **July 2021**: Regularisation of the contractors/bogus self-employment model
- **July 2021**: First major company to be out of **ERTE in Spain**
- Reinstate colleagues dismissed from the Canaries
- **October 21**: Minimum Services Court Ruling
- **November 21**: Opening and balloting of the **negotiation table** of the CLA
- **January 22**: Spanish Payslips
- **January 22**: Per diem agreements
- **October 22**: Collective insurance with flex plan
- **December 22**: Signature of the CLA
- More than **200** individual **disciplinary meetings** and legal claims.
- More than **7000** emails since 2019 to and from members



COMPANY COUNCIL

The below members are the elected pilots (December 22) to represent the Collective for the next 4 years, some team members have been specialized in certain areas to be able to optimize the way we work.

CONTACT US:

For any **operational or legal** queries please email us with your **affiliate number** and **Crewcode** to: ryr@sepla.es

All members of the company Council have access to the email to keep all team on the loop please use that mail for any operational/legal issue.

BASE	NAME - INFO	AREA	EMAIL
Madrid	Francisco Gómez R. Joined 2006, Captain upgrade 2009	Chairman, SNB	fgomez@sepla.es
Madrid	Manuel Pérez de Paz Joined 2008, Captain upgrade 2011	Vice Chairman/Economic Affairs	mperezpaz@sepla.es
Madrid	Roberto Perez-Pacín F Joined 2007, Captain upgrade 2011	Economic Affairs	robertopacin@sepla.es
Malaga	Remco Spelt Joined 2008, Captain upgrade 2015	RTPG, Slack, Telegram admin	remco.spelt@sepla.es
Madrid	David Serrano Grandioux Joined 2011, Captain upgrade 2015	Tech Department, FTLs	dserrano@sepla.es
Barcelona	Ferran Navarro Joined 2016, Captain upgrade 2018	Base Advisor Link	fnavarro@sepla.es
Madrid	Andreas Casas D. Joined 2012, Captain upgrade 2016	Tech department	acasas@sepla.es
	SUBSTITUTE		
Sevilla	Fernando Hernandez Joined 2015, Captain upgrade 2017		
Valencia	Ruben Guijarro S. Joined 2008, Captain upgrade 2013		

***Note:** Please try to **avoid contact** any CC member/base advisor **via WhatsApp/phone** unless urgent.



BASE ADVISORS

Ryanair currently has 9 bases in Spain (awaiting the openings of the initially seasonal bases of ACE, TFS and the summer base of IBZ), being the second market for Ryanair in volume of passengers transported to and from our country and the first comparing to Spanish companies.

In each of the bases we have pilots who act as the first union liaison and trusted whose mission is to alert the union section of those situations that affect a particular base to manage more efficiently the incidents with the company.

The "Base Advisors" play a fundamental role in communicating and monitoring the status of each base, as well as being involved in pre-agreements and possible strategies carried out by the union section.

All of them have signed a **confidentiality agreement** with the union section and Sepla, so any questions or sensitive information will be treated with **absolute confidentiality**.

Look for the "Base Advisor" in your base for any information or consultation at the local level:

BASE	NAME - POSITION	BASE	NAME - POSITION
ALC	José Luis Acosta Pascual - CPT Ricardo Entenza Santomé - FO	PMI	Carlos Montero Martínez - CPT Lluís Espases - FO
AGP	Yasser Castilla - CPT Diego Martínez García - FO	SCQ	Víctor Cordido Rubido - CPT
BCN	Julien Benazzi - CPT Pere Gallego Vendrell - CPT Elena Soriano - FO	SVQ	Fernando Hernández Pérez - CPT Enrique Moresco Morato - FO
GRO	Sergi López Bove - FO	VLC	Francisco Pallares del Valle - CPT Rubén Guijarro Segovia - CPT Daniel Miñana Martínez - FO
MAD	Javier Martínez Rubio - FO		

If you want to join the team or want to help, please contact your Base Advisor on

ryrbaseadvisors@sepla.es

Bienvenid@!



STAY UPDATED

NEWSLETTERS - TELEGRAM – SLACK

“Know your agreements, be informed”

We encourage all pilots to know the content agreed on the I CLA, as this is our primary weapon to avoid any undesired situation with the company. It is very important to keep you **well informed** and **up to date** with the new agreement's information released by your company council, and at European level via Slack.

The official way of communicating updates is the **newsletter**, which are sent to the pilot's personal email.

Due to the possibility of sending updates by the Company Council and operational instructions/actions immediately, we are increasingly using the “**SEPLA CC COMMS**” channel on telegram, associated with The Ryanair Sepla **Telegram** which is a (nationwide) tool and a great way for pilots in Spain to share experiences regarding Spanish procedures/problems.

TELEGRAM (SPAIN)

SEPLA RYANAIR

Telegram is the channel used for 1 to 1 open communication, all members can join the “**SEPLA RYANAIR**” Telegram group by clicking the next link and **filling the form**:

LINK: <https://forms.office.com/r/dgB0xm8iHT>

SEPLA RYR - CC COMS

Once you have gained access to the telegram group and in order to join the “**SEPLA RYR - CC COMS**” broadcasting (one way only) channel please click on any of the communications by the SEPLA RYR – CC COMS, and click on its **icon** or the name of the channel, then click:

"JOIN".

Remember there is a strict **no sharing policy** for content posted within the group and it's **accepted by each member when joining**.

SLACK (EU INFO)

For network wide issues/questions we suggest using slack as pilots all over the network, used at European Level on a daily basis. If you want to join slack, please:

- Sent an email to ryr@sepla.es with subject "**slack**" and your affiliate number and name.

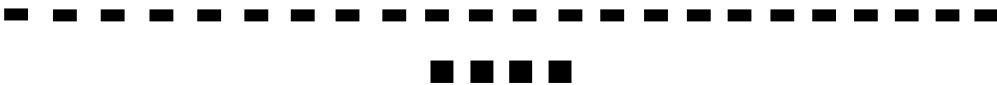


EMERGENCY LINE

DECALOGUE+1 IN CASE OF ACCIDENT OR INCIDENT

- 1. Ensure the needs of **passengers and crew**.
- 2. You may be in shock. Request medical assistance for you and your crew.
- 3. Keep the **crew together** and away from the passengers.
- 4. Do **not talk to the press**.
- 5. Call the Sepla emergency telephone number **(+34 649 092 801) -H24-**.
- 6. Seek advice before making any statement.
- 7. Call and inform the Company.
- 8. Call your family to reassure them, but do not go into details of what happened.
- 9. Collect as much documentation as possible and make a report for personal use only.
- 10. Do not sign anything without legal advice from Sepla.

+1. Consider activating CIRP protocol (**Critical Incident Response Planning**)



ABOUT SEPLA

Sepla is a strong union and more important, independent. Sepla is a well established institution in Spain with more than **60 years** of experience in representing the pilot body. All the major airlines in Spain have a company council for its pilots with Sepla and the union takes proudly part in international conferences and co-operates with **ECA, IFALPA** and other unions to exchange information and make our industry better.

Sepla is formed by many different departments, each one with loads of experience:

- **Technical department:**
The Technical Department works to guarantee the safety of all flights, ensuring that airlines comply with air safety regulations and proposing operational improvements that reinforce them, based on the experience and knowledge of the pilots themselves. For more information click [here](#)
- **Legal department:**
The Legal Department negotiates and defends the working conditions of Sepla pilots, advising and assisting the Company Councils in their collective bargaining processes and going to court when companies fail to comply with the agreements or violate the labor rights of pilots at an individual level. For more information click [here](#)
- **Affiliate service department (club Sepla):**
The Affiliate Services Department works to make pilots' lives easier by offering exclusive agreements in the field of insurance, bank agreements and other interesting benefits. For more information click [here](#)
- **Financial advice (external economic department):**
Permanent economic issues and tax advice to Sepla, its different company councils & our affiliates on issues related to the exercise of the pilot profession (detachments, expatriates, etc.). For more information click [here](#)
- **Personal (social) life:**
Social advice helps our members to make the most of every stage of their professional and personal lives. For more information click [here](#)

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- **Sepla ayuda Foundation:**
Sepla Ayuda is one of the responses to Sepla's vocation for social responsibility, being a strategic pillar for the organization in its commitment to the neediest people, especially minors and people affected by any disability, in order to provide them with education, food, health care and, in general, attention to all their basic needs in dignified conditions, either directly or by participating in national and international development cooperation projects. For information click [here](#)
- **PAPI program:**
The **PAPI Program** is a confidential and independent tool for pilots, which provides them with the support of specifically trained peers to accompany them in times of emotional stress, whether caused by a critical situation during or after a flight, or by problems of everyday life. For more information click [here](#)
- **AVIADORAS Program:**
With the aim of identifying root causes and seeking solutions to increase the number of women in the collective, Aviadoras was born, bringing together men and women with a common goal: equality. For more information click [here](#)

All these departments are tools at **YOUR** disposal. But the most important thing to remember is that we as a Company Council, work completely independent in our strategies and decisions and it is just up to US, **the Ryanair pilots in our assemblies**, different ways of communication and democratic process to decide our future.

*sepla@sepla.es should be used for administrative matters.

***Note:** This e-mail is **not monitored** by the **Ryanair Company Council**



WORKING IN SPAIN

All you need to do/know when started working in Spain. Ryanair should provide you with the necessary information on how to obtain such documents, but we will summarize on those. In case Ryanair did not send you the required forms or information before your start date please send a query to HR which should assist you. Required documents:

COMPANY ID NIE NUMBER SOCIAL SECURITY NUMBER CL@ve

COMPANY ID:

Once you receive your contract, the company ID will be a mandatory requirement

- Send an e-mail to idunt@crewlink.ie stating your request for your CIC (Company Identification Card)
- Follow instructions from the e-mail which requires you to fill/request in:
 - Renewal application form (included in the e-mail sent to you)
 - GDPR consent form (included in the e-mail sent to you)
 - Criminal record check (s) from last 5 years – with certified translation to English
 - For Spain go to the following website and follow the instructions there: <https://sede.mjusticia.gob.es/en/tramites/certificado-antecedentes>
 - For other countries you will need to search for "criminal record check – insert country -"
 - Reference letter from current employer
 - Send query to HR to obtain this
- Send all the above documentation with **certified post** to the address given in the e-mail. Check with the ID company that all documents are in order and received after 5 working days of sending it.
- Pay the corresponding fee by clicking on the link in the e-mail
- Await confirmation of your CIC being ready and respond with your choice for collection which normally involves sending it via company mail to your base captain's office for collection or post to home address.

***Note.** If at any stage, there are any problems they should get in contact with you and any additional costs due to error's (delays on their side) should be reimbursed/paid by them. On the other hand, if you fail to provide all the necessary documents on time you will be responsible for paying those costs so start on time. **Ryanair recommends starting this process 6 months before your current CIC expires**

NIE NUMBER:

The NIE number is needed (mandatory for working in Spain) for many things like opening a bank account, phone contracts, internet, buying a car etc. NIE stands for (Identification Number for Foreigners). To start the process, you will need to know to which office of the National police you need to go.

The web is accessible in English language. This can be easily done by clicking on the following link: [NIE office](#) (Spanish). Scroll down until you see the province (county) you are based.

Before you can get your NIE number you will need to complete and do the following:

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Solicitud de Número de Identidad de Extranjero (NIE) y Certificados. (**Formulario EX15 or EX18**).

- For **non-European** community members EX15 (Solicitud de Número de Identidad de Extranjero (NIE) y Certificados).
- For **European** community members EX18 (Certificado de registro de ciudadano de la unión). English guidance can be found [here](#)

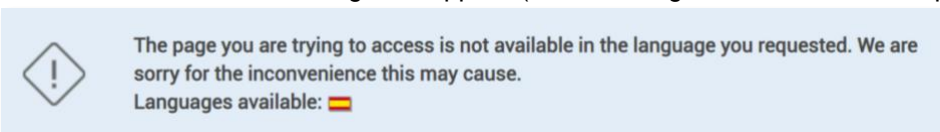
Fill in and pay in cash (by going to a bank in the morning before 11am normally) the tax for the NIE Number by using Impreso [Tasa Modelo 790 Código 012](#) English guidance can be found [here](#) (please check here and scroll down to the place with "Asignación de Número de Identidad de Extranjero" (NIE) a instancia del interesado for the amount).

Make sure you have all the required documentation and photocopies with you for your visit which can be booked [here](#) (in Spanish, google translate it will be easy to make an appointment). Please make sure you show up well before your appointed time as it can get quite crowded. If all documents are correct, you will get your NIE number assigned straight away.

****Note:** It is recommended to get a Spanish phone number pre-paid/contract as soon as you have your NIE as many services will require SMS confirmation or a Spanish phone number and without it you won't be able to use them*

SOCIAL SECURITY NUMBER

Ryanair should send you the TA1 form (with English guidance) to be able to get your SSN (Social security number). On the website of the social security [here](#) (English) you can find all up to date official information. Please note you need an appointment which can be booked [here](#). While different languages are available, note that not always everything is translated. The below message will appear (or something similar if website is updated)



By clicking on the Spanish flag, you will be directed to the Spanish version which then will have to be translated (e.g., google or deep) which normally works out perfectly as it is a legal written text.

CL@ve

Another tool to obtain is "CL@ve" which allows you to do different (legal) procedures online. You can apply for this by clicking [here](#) (in Spanish but again with google translate you will be able to manage to go through the process). Once registration in CI@ve has been completed, you will receive a welcome SMS to the system on the registered telephone number (non-Spanish numbers might not be accepted). Upon receipt of this SMS, you can now use the CI@ve PIN system (app can be downloaded for IOS & Android by searching "Clave Pin"). If you want to maximize the usage of electronic verification, consider registering for CI@ve Permanente [here](#).



2. LEGAL SUPPORT

Our legal team is the core of our day-to-day operations, a team of professional labour lawyers **specialised in aviation** with years of experience, who are there to defend your rights and help you to understand the different situations that pilots can have on a daily basis.

They are here for you in case you need them in situations like:

- Personal legal claims against the company. (Agreement Infringements)
- Daily queries regarding labour legislation if a breach on the CLA is detected.
- Collective cases.
- Support the pilots in disciplinary meeting or any other meeting.
- Defend your rights in case of dismissals collective/individual.
- Legal supervision and assessment during negotiations, supervision of the agreements.

WAITING PERIOD

As stated in the Sepla's bylaws article 11, and with the intention of avoiding collective issues when balloting for agreement or fraudulent utilisation of the legal department. Any Sepla new joiner will be able to have legal support from the 3rd month.

In case you belonged formerly to Sepla, this period may change, or increases based on the number of times you have joined/resigned from Sepla.

This doesn't apply when transferring to another base outside of Spain and then coming back to Spain. Ask your previous ALPA about the **SEAMLESS PROTOCOL**.

WELFARE MEETINGS, CI 6..

This company council and our legal team are completely against these practises by RYR, please report to our email any of these unjustified letters or meetings sent from our company. We remind you the importance of being **accompanied by a Sepla lawyer or Company Council member** to any of the relevant meetings proposed by the company.

Welfare Meetings

Any information concerning your health is part of your private life, and of your right to privacy and dignity as enshrined in the Spanish constitution; therefore, the company cannot violate it.

Social Security sick leave is granted and processed by a Social Security doctor, who is the only person responsible for verifying your state of health. The only thing the company knows from the medical report is whether your temporary incapacity is due to a **common contingency or an accident at work**. Therefore, you should **not be obliged to share information** about your state of health with the company if you do not want to.

Please note that "acts of the employer that are contrary to the respect of the privacy and due consideration for the dignity of workers" constitute a very serious offence in the field of labour relations and can be sanctioned by the Labour Inspectorate.

If you are requested to attend an interview of this kind, our advice is to contact us via email. If you are asked questions about your health that affects your privacy, you may refuse to answer. In the latter case, immediately afterwards send an e-mail to the company with the following suggested text:

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"On today __, __, __, I have been requested by the company to attend an interview in which I have been asked about the specific illnesses for which I have been absent from work during the following periods: Xxx - Xxx - Xxx

*This information affects my health and is part of **my right to privacy and dignity contained in Article 18 of the Spanish Constitution**, which is why I have refused to answer. My absences are fully justified by the corresponding temporary disability reports that I have provided in due time and form to the company".*

CONTACT

For any **legal** queries please email us with your **Affiliate number** and **Crewcode** to:

ryr@sepla.es

The Company Council oversees deriving the legal questions to our legal team, as we strategically need to know all of what is going on and being involved.



3. PROCEDURES - CLA

Please refer always to the main and only source of information regarding the agreements which should be the **signed CLA**. Although is translated in both languages for operational purposes, it should be noted that the binding/legal one, as it is the one registered and soon to be published in the BOE, is the **Spanish one and in case of appealing any of its content in court, Spanish version will prevail**.

We proceed to discuss some of the more “**procedural**” points to our CLA, all of them contains reference to the appropriate chapter of the CLA which should be checked.

- **SICKNESS & WORK ACCIDENT (PROCEDURES)**
- **SICKNESS DEDUCTIONS**
 - **EXAMPLES**
- **LABOUR AND FAMILY LIFE** + quick definition of all points included
 - **MATERNITY/PATERNITY PAYMENTS**
 - **MATERNITY LEAVE**
 - **PATERNITY LEAVE**
 - **BREASTFEEDING**

SICKNESS & WORK ACCIDENT

Ref. Point 7.3 of CLA

Sick leave scheme:

The **first 3 days** of sickness, if certified by your doctor as “**baja**”, will be paid by the company for **two periods** of sickness each year. How to proceed will be described on the **table below**.

Accident at work:

In those circumstances in which the sick leave derives from an accident at work, Asepeyo (the mutual insurance company currently contracted by Ryanair) will be the one to issue the sick leave report. Among others, may be considered, an accident suffered at the place and during working hours or an accident occurred on the way to or from work (*in itinera*).

Procedure:

- Inform **Crew Control about the incident**, all scenarios should be covered.
- Ryanair must provide you a form with the work related incident information.
- Contact Asepeyo Insurance for further steps and send them the form.
- Refer to the sick deductions for information about which payment expect.

Work accident or Sick when OOB

- Asepeyo Insurance Coverage contact number when outside Spain:
+34 937 057 540

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SICKNESS PROCEDURE “MEMORY ITEMS”

- Call in sick by using one of the following Ryanair approved methods; register your sickness in your **eCrew** application and selecting “report absence”, calling Crew Control directly or registering yourself via the chat function “Crew Support” recently introduced.
- Check your absence is registered and your flight(s) removed to avoid a N/S to be allocated. Initially the code could be displayed as U/SICK meaning the company haven’t received the “baja” or it has not been processed
- Call your **“CENTRO DE SALUD”** Or go to your health centre to make an appointment with your doctor (If you call/arrive around 8am normally they will have spots available for the same day or go the emergencies and have your sickness registered there to get the “baja”. As many health centres are closed on weekends and bank holidays, if the sickness occurs in any of these days you must go to a Social Security health centre with an Emergency Service. This is very important because sick leave cannot be issued retroactively, The Social Security service will give you the “baja”.
- Send the “baja” form to Ryanair using certificates@ryanair.com & dubops@ryanair.com the **same day**.
***Note:** Only the part for the employer (without sickness description) is legally required to be given to the employer.
- As from **1 April and for new sickness processes**, according to a recent law, the doctor shall give a copy of the “baja” to the employee. The public health service shall send the data contained in the medical reports of sick leave, confirmation, and discharge to the National Social Security Institute, by telematic means, immediately, and, in any case, on the first working day following that on which they are issued.
 The National Social Security Institute, shall communicate to the companies the merely administrative identification data relating to the medical reports of sick leave, confirmation and registration issued by the doctors of the public health service or the mutual insurance company, referring to their workers.
 Your copy of the medical report includes sensitive information regarding your health. You do not have any obligation to send this to the company. However, it is very important that you inform the company of the day on which you went to the Social Security to inform them that you are sick, and your absence is justified.
- Mutual insurance company must issue the sick leave if an accident at work has occurred. If you are involved in an accident at work, you should go, if possible, to one of the Mutua Asepeyo care centres.
****Note: Remember that you must go to the health center or to the mutual insurance company when you are required to do so, so that the sick leave confirmation forms can be issued. Otherwise, you could lose your temporary incapacity benefit.**
Absences without a sick leave certificate are not justified.

EXTRA INFO:

- **MEDICATIONS:** If any medication is prescribed for your “baja” make sure you mention **you are a pilot** as you might not be able to operate using certain substances (antibiotics, medicines with which could have strong side effects).
 - **CONTACT DURING YOUR SICKNESS:**
 - **INSURANCE:** the Ryanair insurance in Spain could call you to check on the status of the sickness
 - **COMPANY:** The company might try to contact you during your sickness, but you do not have any legal obligation to answer any phone calls from the employer while sick or to disclose the reason of being sick. (For more info, please refer to chapter 2 of this guide). Please bear in mind that if you have any pending issue with the company, e.g., annual leave allocation, they can try to contact you.
- *Note:** If you feel Ryanair should be updated about your sickness contact your FOPS manager.



SICKNESS DEDUCTIONS

Ref. Point 7.3 of CLA

There are 2 types of sickness procedures in terms of deductions applied in Spain "common sickness" and "work related accident", payment from Social Security in cases of maternity/paternity leave are included in the "labour and family life" chapter below

Calculate your "base reguladora diaria": 4.495,50 (new figures 2023) is the highest monthly "base de cotización" for captains and SFO, but you can check yourself [here](#) the monthly amount.

To calculate your daily rate, which is considered to calculate the Social Security payment, use the following formula:

$\frac{\text{"Base de cotización" from the previous month}}{30 \text{ (if you worked the full previous month)}} = \text{Base Reguladora diaria}$
--

A. COMMON SICKNESS

- **Days 1 to 3** are covered for 2 periods during the year (annual fixed gross/365) per day.
- **From day 4 up to day 20 inclusive:** you will receive 60% of your "base reguladora diaria" which equates to a maximum of €89,91 per day
- **From day 21 and onwards:** 75% of your "base reguladora diaria" is paid by the social security or "mutua" which equates to a maximum of €112,38 per day

COMMON SICKNESS DEDUCTIONS

Captain deductions and SS payments		First Officers deductions and SS payments	
Captain	100.000 €	First Officer	50.000 €
Allowance	6.000 €	Allowance	5.500 €
Total FPE (fixed pay elements)*	106.000 €	Total FPE (fixed pay elements) *	55.500 €
Daily deduction CPT (from FPE)	290,41 €	Daily deduction FO (from FPE)	152,05 €
1 day top up (from basic salary)	273,97 €	1 day top up (from basic salary)	136,98 €
Regulatory base - RB (2023)	4.495,50 €	Regulatory base* - RB (2023)	4.495,50 €
Daily 4 to 20 - 60% RB	89,91 €	Day 4 to 20 - 60% RB	89,91 €
Daily 21 onwards - 75% RB	112,38 €	Day 21 onwards - 75% RB	112,38 €

***Note:** FPE includes LTC, LCC or other training elements not showed on the example

****Note:** RB may be different in JFO and SO as is determined by flight hour too.

Calculated with more than **60 hours month, JFO - 70 hours month SO**

Before leaving the "active week" please check that the IDP reflects "C/SICK"* as confirmation that the company has processed your "baja" correctly. The compensation paid by the company for those three days is calculated with this formula (Annual fixed gross salary/365) no other elements are included in this compensation, as training supplements or allowance as those complements are deemed as unused by the company during the sick days. This will be advanced by the company and deducted in the following month. If your calculated amount is not correct on the payslip, send a query to FOPS Base Manager for clarification. **Check below tables of "examples" for more information.**

***Note:** If this is not the case, please send a query attaching the "baja" to the Rostering and ask them to confirm once your sickness is registered properly (remember that the "baja" cannot be sent anymore from 1 April, but you can inform the company).

****Note:** You will only be eligible for the public Social Insurance compensation if you have been legally working (paying social security contributions) in Spain more than 180 days during the last 5 years.

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B. WORK ACCIDENT

- **75% of the regulatory base is paid from the day following the day of sick leave.**
- **How it is paid:** Ryanair pays 100% “basic” pay for day 1. For days 2 and 3 the Mutua insurance company will pay 75% of your “base reguladora” (you will receive it through your payslip) and the company will pay up to 100% of the daily basic salary. From day 4 onwards, you will receive 75% of your base reguladora.
- **Ryanair procedure:** Deduct 1st 3 days full FPES (Fix Pay Elements) and allowances. Add back 1.5 days (100% day 1 + 25% day 2 + 25% day 3) of Basic pay only



EXAMPLES: COMMON SICKNESS DEDUCTIONS + SS PAYMENTS

Absence 1: 5 days of absence starting any day of the 5/4 roster			
Captain		First Officer	
Nr of calendar days	5	Nr of calendar days	5
Total deduction from FPE	- 1.452,05 €	Total deduction from FPE	- 760,27 €
3 Days top up	821,91 €	3 Days top up	410,95 €
2 days 60% RB	179,82 €	2 days 60% RB	179,82 €
TOTAL DISCOUNT	- 450,32 €	TOTAL DISCOUNT	- 169,50 €

Absence 4: 9 days of absence starting any day of the 5/4 roster			
Captain		First Officer	
Nr of calendar days	9	Nr of calendar days	9
Total deduction from FPE	- 2.613,70 €	Total deduction from FPE	- 1.368,49€
3 Days top up	821,91 €	3 Days top up	410,95 €
6 days 60% RB	539,46€	6 days 60% RB	539,46 €
TOTAL DISCOUNT	- 1.252,33 €	TOTAL DISCOUNT	- 418,08 €

Absence 5: 18 days of absence starting any day of the 5/4 roster			
Captain		First Officer	
Nr of calendar days	18	Nr of calendar days	18
Total deduction from FPE	- 5.277,40 €	Total deduction from FPE	- 2736,99 €
3 Days top up	821,91 €	3 Days top up	410,95 €
15 days 60% RB	1348,65 €	15 days 60% RB	1348,65 €
TOTAL DISCOUNT	- 3.056,84 €	TOTAL DISCOUNT	- 977,39 €



LABOUR AND FAMILY LIFE

Ref. Chapter 14 of CLA

Conciliation is a very important topic under Spanish legislation, in the CLA you will find different options about this subject contained in the **Labour and family Life (Chapter 14)** as:

- **Reduction of working hours/days for family reasons**
 Reduction of working hours for legal guardianship/care of a child under 12 years old, a person with a physical, mental, or sensory disability or a family member unable to look after himself/herself. This option is also available to take care of children under 12 affected by cancer or other serious illness when hospitalization is required.
 The salary is reduced proportionally. Only the percentages established in the collective agreement are available for these purposes.
 Pilots with previous reduction of working hours can applied for these new percentages.
- **Special working hours, Pattern share Earlies/Lates on 5/4**
 These patterns are provided by the company to facilitate the working hours for personal reasons and conciliation. If these patterns are requested for childcare purposes, they may be extended until the child is 12 years old. The agreement between the company and the pilot is required.
- **Leave of absence to care for children and family members**
 It is possible to apply for leave of absence to care for a child, whether by birth or adoption, or in cases of foster care for adoption or permanent foster care.
 The duration of this leave of absence is until the child reaches the age of 3. During this leave, the pilot retains their right to return to their position and base from the date they commenced the leave. It is also possible to apply for leave of absence to care for family members, up to the second degree of consanguinity or affinity, who for reasons of age, accident or illness, or disability, is unable to look after him/herself.
 The relative may not be gainfully employed. The maximum duration of this leave of absence is two years. The pilot may request several periods of leave to take care of the child or family member with the time limits established above.
 The pilot must contact the company in written to come back to the company before the final date established for the leave of absence. It is possible to ask for an anticipated return.
 The acquired non-competition obligations are maintained during this leave of absence.
- **Voluntary unpaid leave**
 Pilots with at least one-year service in the company are entitled to apply for voluntary unpaid leave for a period of not less than four months and not more than five years.
You only have an expectation to return to your job, so **only if there is a vacancy** will you be able to return.
 The acquired non-competition obligations are maintained during this leave of absence.
- **Suspension of the contract due risk during pregnancy**
 For the purposes of the economic benefit for risk during pregnancy, the suspension of the contract, with job reservation, is considered a protected situation when the worker should change her job, but it is not technically or objectively possible, or cannot reasonably be required for justified reasons

▼ Continued on next page ▼

- **Breastfeeding (Paid leave)**

In cases of birth, adoption, foster care or adoption, pilots shall be entitled to 15 days of paid absence from work to care for the infant until it is nine months old.

In case of women who are breastfeeding, they may be entitled to an economic benefit, in cases where the company is unable to provide another job that is compatible with this situation.

Application Process:

Please read them carefully and apply to the **FOPs base manager** and **HR department**, in case you may need them for conciliation purposes with the appropriate **PRIOR NOTICE** which varies from procedure.



MATERNITY/PATERNITY LEAVE PAYMENTS

How much is paid during maternity/paternity leave?

100% of the base for common contingencies that appears in the payroll. This year the maximum amount is €4.495,50

In the case of part-time work, the average of the last year worked prior to the date of birth is considered.

In the event the pilot joined the company in the month prior to the month of the birth, the calculation of the regulatory base is based on the contribution base for common contingencies corresponding to the month immediately prior to the month in which the break or leave for childbirth begins. If the worker had joined the company in the same month, the contribution base for common contingencies for that month is considered.

When is maternity/paternity leave paid?

As a rule, maternity/paternity leaves are paid on the last working day of the month. If this day falls on a holiday, it will be transferred to the following working day. The benefit is received through the National Social Security Institute (INSS) and will be paid monthly in arrears.

In cases of adoption or guardianship, as well as multiple births, payments will be made only six weeks after the birth or the administrative resolution in question.

Please note that Social Security that the granting of the benefit may be delayed for different reasons (e.g., in August there is often a delay).



MATERNITY LEAVE

Ref. Point 14.12 of CLA

Memory Items

- **Inform the AME:** as soon as you are aware you are pregnant. During this medical leave you get 100% of your regulatory base, if the company cannot provide you another job.
- **Inform the company:** Send a query via Zendesk to Flight OPS manager and HR where you will be taken off the roster
- The company will send you forms to which you will have to respond with gynaecological confirmation that you are pregnant.
- **Request INSS appointment** to request maternity leave that in Spain is 16 weeks and your payment is 100% of the regulatory base. (Tax Free)
- The first 6 weeks of maternity leave must be consecutive after the day the baby is born. The following 10 weeks can be chosen independently during the first year after birth date, always in seven consecutive day blocks through the web “Tu Seguridad Social”.
Two more weeks are provided in multiple birth or child disability.
Check in the the CLA additional rights in cases of premature birth or new born hospitalization or death.

PATERNITY LEAVE

Ref. Point 14.12 of CLA

Memory Items

- **Inform** Ryanair through Zendesk / **Flight Ops Base Manager and HR** about the date in which the baby will be born, to inform them about your request according to Spanish labour legislation
- Request through Zendesk the dates (periods of 7 days minimum) you want the 6 weeks of paternity leave
- The **first 6 weeks** of paternity leave must be consecutive following the day the baby is born.
The following 10 weeks can be chosen independently during the first year after birth date, always in seven consecutive day blocks through the web “Tu Seguridad Social”
Two more weeks are provided in multiple birth or child disability.
Check in the the CLA additional right in cases of premature birth or new born hospitalization or death.
- Request an appointment at the Spanish Social security office near you (INSS) during the week starting the permit in which leave begins.
- Ryanair Assesors (Valero) will contact you to verify the dates for this leave
- Valero must confirm to INSS the appointment that you requested at point 3

BREASTFEEDING

Ref. Point 14.10 of CLA

- Request it to the FOPs base Manager within the first 7 months from the date of birth
- The request for this leave shall be done with at least 2 months’ notice.
- 15 continuous days of paid leave are warranted.

4. MANOEUVERS: OPS GUIDE TO OMA CHAPTER 7

Find below a guide with **FAQ** relating to FTL's and operational procedures. Please note that the reference numbers – both for EASA and Ops Man part A (OMA) might change. All definitions come from **ORO.FTL.105 FTL. Regulation (EU) No 83/2014**

Disclaimer: All the information that follows in this chapter 4 is for indicative purposes only and reflects the informed opinion of the Sepla RYR Company Council. This is not to be used as the way to act, as daily operation is complex and has many circumstances. As pilot, you will have to decide which is the best option for each condition.

- Please **check all reference items first** before making any operational decision.
- This guide **does not intent to replace any Manual issued by Ryanair.**
- In case of discrepancy with any content, **Ops Man part A (OMA) prevails.**
- If in doubt, please contact the **Duty Pilot** via the Free Phone numbers available.

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DUTY CALCULATIONS

Ref. OMA 7.2.11 - 7.2.12

4.1. WHAT'S THE DIFFERENCE: "DUTY PERIOD" AND "FLIGHT DUTY PERIOD"?

Duty period (DP): means a period which starts when a crew member is required by Ryanair to report for or to commence a duty and ends when that person is free of all duties, including post-flight duty.

Flight duty period (FDP): means a period that commences when a crew member 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 crew member acts as an operating crew member

Answer:

"Flight Duty Period" is shorter as it starts at the report time and the finishes when the aircraft is blocked on for the last flight, whereas the Duty period finishes when all duties are complete, normally blocks on + 30 mins. **If for any reason the duty is extended beyond those 30 minutes, inform crew control or Crew Support Bot, as it might change your earliest report, the duty finishes when all duties are completed.**

- The **FDP** is the one that limits us, and we will have to use the max FDP tables in OMA chapter 7 to calculate it.
- The **duty period** is what we use to calculate the **minimum rest** period.

4.2. WHEN DOES MY DUTY BEGIN/FINIS?

Ref. OMA 7.2.11 - OMA 7.9 a.1 - OMA 7.12.1

As per definition above we will explain now in more detail.

Report time

- Home Base operations: **45 minutes**
- Out of Base operations: **45 minutes**

MEANS OF TRANSPORT	REPORT POINT	REPORTING TIME OUTBOUND: ROSTERED/NOTIFIED	END OF TIME OF DUTY PERIOD
RYR Group Airline	Departure Gate/Airplane	STD - 20	STA + 20 or actual time at terminal exit
Other Airline	Terminal entrance	STD – 1 hr	STA + 20 or actual time at terminal exit
Taxi	Pick up point	Rostered Pick up time	Drop off time as rostered or actual time if later
Own car	Home	Rostered time of commencement of GT	Rostered or actual time (if later) of completion of GT
Car Rental	Car rental desk	Rostered time of commencement of GT	Rostered or actual time (if later) of completion of GT

Answer: (Refer to the table above, examples)

Begin of the duty

- No positioning required: duty begins at report = STD – 45 minutes
- Positioning required: duty begins according to the tables above

End of duty:

- Flying duties: **ATA** (actual time of arrival) + 30 minutes or the time all duties were finished if later
- Only transport duties: see table above.

4.3. HOW DO I CALCULATE MY DUTY PERIOD/ FLIGHT DUTY PERIOD?

Ref. OMA 7.2.11 - 7.2.12

Please refer to point “4.2 when does my duty begin/finish” for different reports and off duty times if not operating. To calculate the Duty Period (DP) and the Flight Duty Period (FDP) we will subtract the time at which the DP or FDP starts from the time they finish.

- **DP** = End of DP – start of DP
- **FDP** = End of FDP – start of FDP

Example:

We start our duty at 6:00 and we block on at 16:00 for our last flight, the FDP is 16:00 – 6:00 = 10 hours, but our DP ends 30 minutes after we block on so we would add those 30 minutes to the on blocks time. 16:30 – 6:00 = 10:30 hours, that is 30 minutes more than the FDP. However, if for any reason we complete our duties past those 30 minutes, we will use the new time to calculate the DP. For example, if we must wait for the buses or an ambulift and we finally complete everything 1 hour after the on blocks time, we will add that hour to the FDP to calculate the DP. Continuing with the previous example, if block at 16:00 but the buses don't pick us up until 17:00 the DP would be 17:00 – 06:00 = 11 hours

4.4. HOW DO I CALCULATE MY REST PERIOD AND WHEN DOES IT FINISH/START?

Ref. OMA 7.16 - AMC1 ORO.FTL.235(b)

At home base:

- The minimum rest period provided before undertaking an FDP starting at home base is at least as long as the preceding duty period, or 12 hours, whichever is greater.
- If Ryanair provides hotel accommodation to a crew member in home base this 12-hour period may be reduced to 10 hrs.

Away from home base:

“The minimum rest period provided before undertaking an FDP starting away from home base is at least as long as the preceding duty period or 10 hours, whichever is greater. This period includes an 8-hour sleep opportunity in addition to the time for travelling and physiological needs. The time allowed for physiological needs is 1 hour. Consequently, if the travelling time to the suitable accommodation is more than 30 minutes, Ryanair will increase the rest period by twice the amount of difference of travelling time above 30 minutes”.

Answer:

Calculate the Duty Period (refer to point 4.3 above “How do I calculate my duty period/ flight duty period” above) from the previous day:

- Operating from home base and:
 - **No Hotel provided:** The rest period is the time we calculated before (Duty period) or 12 hours, whichever is longer
 - **Hotel provided:** The rest period is the time we calculated (Duty Period) or 10 hours, whichever is longer
- Operating away from base: The rest period is the time we calculated before or 10 hours, whichever is longer

It is worth mentioning that the rest period is considered BEFORE the duty, not after the duty, this means that if I have 24 hours gap between duties, my rest period starts 12 hours (if that is my minimum rest) before the second duty, and not when the previous duty finishes. So, just to be perfectly clear the rest period is ALWAYS BEFORE a duty starts.

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The earliest report is after the minimum rest period, so the first thing you will have to do is to calculate the minimum rest, then add that to the end of your duty period, the time you get is the earliest I can report to any other duties.



STBYS GUIDE

Ref. OMA 7.14 – ORO.FTL.225,235, 205(b), 205(d), CS FTL.1.225

4.5. HOW DO I CALCULATE MY STBY DUTY?

- Home Standby Rostered, with start and end times defined, 14 days in advance*
- Home standby ceases when the crew member reports at the reporting point.
- If home standby ceases within the first 6 hours the Max FDP counts from reporting. (1)
- If home standby ceases after the first 6 hours the Max FDP is reduced by the amount of home standby time exceeding 6 hours. (2)
- If the FDP is extended due to Split-Duty, the 6 hours above is extended to 8 hours. (3)
- If the home standby starts between 2300 and 0700 the time between 2300 and 0700 does NOT count towards the reduction of the (1), (2) and (3) FDP calculations above until the crew member is contacted by Ryanair
- If no FDP is assigned, minimum rest of 12 hours in home base applies after home standby ceases. If away from home base and in suitable accommodation minimum rest of 10 hours applies after home standby ceases
- Confirm the combination of home standby and FDP does not lead to more than 18 hours awake time
- 25% of the time on home standby counts as duty time **if no FDP assigned**

***Note:** EASA allows 14 days rule to be modified as a Max of 1/3 of Pilot Roster.

18 hours awake time: the following assumptions apply.

Start time of STBY	Mandatory end of STBY/FDP
2300 – 0700 Local	18 Hours from 0700 <u>or</u> Time of callout + 18 hours if earlier
0700 – 2000 Local	18 Hours from 1000 <u>or</u> Time of callout + 18 hours if earlier
Night STBY (2000 – 0600)	18 hours from 1900

Answer:

- The STBY finishes at the report time
- FDP and DP start at the report time
- The max FDP will be calculated using the table and reducing it by the time that exceeds 6 hours of the stby, so to say, the first 6 hours of the STBY are for free and are not considered to reduce the max FDP
- If on earlyies, those 6 hours count from 7 am, not from the moment the STBY begins, therefore it will count only from 13:00

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Examples:

Early STBY starts at 4 am local:

- The company could call you from 2:30 am but you are not obliged to answer until 4 am
- Your standby will finish at the report time
- My DP and FDP will start at the report time
- If your report is after 13:00 (7 am + 6 hours), my max FDP will be the result of the max FDP calculated using the table minus the time past between my report and 13:00
- If you report at 14:30, you will have to reduce the max FDP from the table by 1:30 hours (14:30 – 13:00 = 1:30)
- If your report is before 13:00, there will be no adjustment to the max FDP that you obtain from the table.

Late STBY starts at 10:30 am local:

- The company could call you at 09:00 but you are not obliged to pick it up until 10:30 am
- Your standby will finish at the report time
- Your FDP and DP will start at the report time
- If my report is after 16:30 (10:30 + 6 hours), my max FDP will be the result of the max FDP calculated using the table minus the time between my report and 16:30
- If you report at 17:45, you will have to reduce the max FDP from the table by 1:15 hours (17:45 – 16:30 = 1:15)

If my report is before 16:30 (10:30 + 6 hours), there will be no adjustment to the max FDP that you obtain from the table

4.6. HOW LONG CAN I OPERATE IF I AM ON STBY?

Ref. OMA 7.14 - ORO.FTL.225, 235, 205(b), 205(d), CS FTL.1.225

Answer:

During the STBY we are limited by the max FDP and what the manual calls maximum time awake, which is 18 hours. This means that we cannot exceed any of those limits, we will use the most limiting of these 2.

The start of the 18 hours depends on when the stby STARTS and at what time we get called, so in principle:

- No matter what time the stby starts the 18 hours limit counts from the moment we get called or,

If the stby starts:

- **23 – 07 Local:** 18 hours from 7 am or the time of the call + 18 hours, whichever happens first. This means that if you are on early stby, you CANNOT ever operate any flights after 1 am of the day after (7 am + 18 hrs = 1 am), No matter how many flights you operate.
- **07 – 20 Local:** 18 hours from 10 am or the time of the call, whichever happens first. That is 4 am the day after (10 am+ 18 hrs = 4 am). Again, we CANNOT operate any flights past that hour.

The time you will use is the most limiting of both.

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Examples:

STBY starts at 4:30 am and they call me at 6 am:

- $6 + 18 = 24 = 00$ am
- Since the stby started at 6 we use the first case, so 1 am (as calculated before)
- The most limiting is 00 am, so that is my limit

STBY starts at 10:30 local and they call me 15:00

- $15 + 18 = 09$ am day after
- Since the stby started at 10:30 I use the second case, so 4 am (as calculated before)
- The most limiting is 4 am, so that is my limit

The times we just calculated are the latest at which my FDP can finish, that means, I must have blocked on before that time.

4.7. CAN THE COMPANY ASSIGN ME AN INVOLVING SECTOR ENDING IN MY DAY OFF?

Ref. CLA - Ryanair Rostering Guidelines (Spanish bases) 10.2.4

If any unforeseen situation arises and the company assign you and involving sector that may or may not enter on your day OFF, you must complete the duty as per Rostering Guidelines agreed on the CLA.

If the landing is later than 4:00L, please contact FOPs Base manager for a day off in return or a later start on next block as per CLA day 5 arrangements

4.8. CAN THE COMPANY ASSIGN ME A DUTY AT DAY 5 THAT ENDS IN AN OOB OR OVERNIGHT?

There is nothing regarding this subject in the manual or in the CLA signed. The company should not force you to work on your rostered day OFF as per **CLA point 10.2.3**.

If your intention is to refuse it due to justified reasons, our recommendation is:

- Make it extremely clear to them that you are **NOT** refusing to operate in your active week (your actual day of work) and that you are happy to operate any duties they might assign you that fall within your working day
- State clearly and calmly that the duty they are assigning you finishes in your day off and you are not willing to accept that
- If the company insist in the OOB, and you deny it, the company can take disciplinary actions against you, but you will have the full legal support of the union.
- If you finally decide to accept the OOB, report it to the company as soon as you can and contact the union to make a complaint and ask for your rights.

4.9. CAN THEY CALL ME FROM STBY TO OPERATE OUT OF BASE?

Ref. CLA - Ryanair Rostering Guidelines (Spanish bases) 10.4.1.1

The above reference of the CLA applies and therefore the company can use this prevision, however given the special circumstances that are not present during a normal duty (pack the bag, arrange personal affairs, etc) you can state that you may need more time to organise yourself to get to the airport and Crew Control will make their best effort to accommodate it. Report any non-compliance of this principle to our email.



CAPTAIN'S DISCRETION

Ref. OMA 7.9 (f) – ORO.FTL.205 (f)

ICAO DEFINITION:

“Unforeseen operational circumstance.”

“An unplanned event, such as unforecast weather, equipment malfunction, or air traffic delay that is beyond the control of the operator.”

AMC1 ORO.FTL.205(f)

**UNFORESEEN CIRCUMSTANCES IN ACTUAL FLIGHT OPERATIONS
COMMANDER'S DISCRETION**

- The operator should take into consideration the shared responsibility of management, flight, and cabin crew in the case of unforeseen circumstances. The exercise of captain discretion should be considered exceptional and **should be avoided at home base and/or company hubs where standby or reserve crew members should be available**. Operators should assess **on a regular basis the series of pairings where commander's discretion has been exercised in order to be aware of possible inconsistencies in their rostering**.
- EASA does not stipulate that “plus 2 hours” is safe. EASA allows the commander to investigate whether it could be safe. To do so, EASA provides some guidance in *AMC1 ORO.FTL.205(f)*. While this AMC (**acceptable means of compliance**) originally provides guidance to the operator to develop its operating manual provisions, this AMC is a good base already for the captain's decision. Due consideration shall be given to:
 - (1) WOCL encroachment.
 - (2) weather conditions.
 - (3) complexity of the operation and/or airport environment.
 - (4) aeroplane malfunctions or specifications.
 - (5) flight with training or supervisory duties.
 - (6) increased number of sectors.
 - (7) circadian disruption; and
 - (8) individual conditions of affected crew members (time since awake, sleep-related factor, workload, etc.)

ECA INFO:

- CD may only be used **in case of unforeseen circumstances** which occur **after reporting time**.
- Premise is a **safe operation** through avoiding fatigue as much as possible.
- The CP may **decide to either go above or even stay below the limits for the FDP or rest period**, (i.e., extend or reduce) as necessary to battle severe fatigue.
- The use of CD shall stay **exceptional & should be avoided at home base and company hubs**.
- All **crew members** involved have to be actively **consulted about their fitness** for duty by the commander for the very purpose to base the decision on hands on information and all other relevant fatigue-related circumstances.
- The responsibility and **decision** lie exclusively with **the captain alone**. An established **'non-punitive' company environment** shall guarantee that the management will **refrain from any negative** response related to the outcome of the CD to the crew or its individual crew members.
- The responsibility to avoid situations, where the use of CD is the last way to avoid flight cancellation, is a **shared responsibility**, including all levels within an operator's organization.
- The use of CD is to be **formally reported** by the captain to the operator.

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LIMITS:

- The **actual number of sectors and the crew configuration** have to be used for calculations.
- The extension of maximum FDP is **limited by 2h**. This may be increased to 3h if in-flight rest facilities are used.
- The minimum rest period must **not be reduced below 10h** (8h sleep opportunity!), but all fatigue-relevant circumstances must be considered.

EASA GUIDELINES:

“Commander’s discretion may be used to modify the limits on the maximum daily FDP, duty and rest periods in the case of unforeseen circumstances in flight operations beyond the operator’s control, which start at or after the reporting time.

*Commanders cannot be expected to exercise discretion without an understanding of the events that constitute unforeseen circumstances. **It is therefore necessary that they receive appropriate training on the use of commander’s discretion along with how to recognize the symptoms of fatigue and to evaluate the risks associated with their own mental and physical state and that of the whole crew”***



4.10. CAPTAIN’S DISCRETION, AM I OBLIGED TO USE OR APPLY IT?

After a careful review of all references provided. No, it is a right that the captain can exercise. After having consulted with the rest of the crew and having **assessed** the situation and **fatigue level** of the crew, the captain will make the decision whether to apply discretion or not. The captain however shall inform the company at the earliest available opportunity which his/her intentions are.

4.11. CAN I DEPART FROM MY HOME BASE KNOWING I WILL HAVE TO APPLY THE DISCRETION?

The exercise of Commander’s discretion is considered exceptional and should be avoided at home base where stand-by or airport duty crewmembers are available.

Answer, 2 possible scenarios:

- Discretion will be applied during the **departing flight from the home base**. In this case the above info applies, and Ryanair should use stand-by or airport duty members where available.
- Discretion will be applied on the **return flight to base**. If this is the case, the outbound leg could be operated as it is within the max FDP but, the captain still has the right to decide whether to use the discretion on the return flight, again, the company should be informed at the earliest opportunity about the captain’s intentions.



FATIGUE MANAGEMENT

4.12. DEFINITION and INFORMATION

Ref: OMA 6.1.11.1

Fatigue. A physiological state of reduced mental or physical performance capability resulting from sleep loss, extended wakefulness, circadian phase, and/or workload (mental and/or physical activity) that can impair a person's alertness and ability to perform safety related operational duties.

"The company overriding policy is that Flight Crew members shall not commence a flight duty or continue a flight duty after an immediate landing if they are aware that they are fatigued or will be fatigued before their next landing"

4.13. FATIGUE REPORT

If you feel that fatigue is a threat for your safe operation, please call crew control, make a conscious decision and report by **ASR**.

All fatigue reports are forwarded to the IAA.

OPERATIONAL FAQ

4.14. WHEN CAN THE COMPANY CONTACT/CALL ME?

Ref. OMA 7.16 a.3 - OMA 7.9 g

"Additionally, as a last resort, and without prejudice to an 8-hour sleep opportunity, when a crewmember within 90 mins of report time has not responded to a duty change notified electronically, Ryanair may call crewmembers within 90 mins of a report time when a crewmember is considered to be awake preparing to report. A crew member is not obliged to answer their phone in this case, or even to have their phone available during a rest period."

General rule (under any circumstance):

As per text copied from ref OMA above, the company is allowed to call the crew member 90 minutes before and after any duty, but it is also stated that the crew member has **NO OBLIGATION** whatsoever to pick up the phone during his/her rest period, (30 mins after Block Time) and that the phone can be even off. So, they can call, but we don't have obligation to answer until your **DUTY STARTS**, that is, the report time.

Equally, **no duty changes need to be confirmed until the start of the duty.**

Same applies to the end of the duty, the company has the right to call 90 minutes after the duty as the crewmember is supposed to be awake, but once the duty period on block +30 or later in case of delays as described above are complete, the crew member has **NO OBLIGATION** to be available.

Please review when the duty starts and finish to be sure and make sure it is reflected correctly in the IDP.

Days OFF or A/L:

There is **NO OBLIGATION** to answer calls or confirm any duty changes from the company during the time off, as the rest period is applied BEFORE the duty, and as such the company should not contact you until 90 minutes before your duty starts, but even if they do, you have **NO OBLIGATION** to answer or to confirm a duty change.

During a SBY:

You are obliged to answer the phone for the duration of the standby. Before/after the standby the general rule applies, the crewmember is not obliged to answer the phone unless he/she is on duty, so when the standby starts until it finishes.

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4.15. CAN THE COMPANY CHANGE MY ROSTER PATTERN FROM EARLIES/LATES?
 Ref. CLA - Ryanair Rostering Guidelines (Spanish bases) 10.2.3

“Pattern changes (i.e., where it is necessary from time-to-time to change an individual roster pattern to ensure a balanced roster within a base) will only be made with at least 4 weeks ‘notice to the pilot. Such changes to individual Pilot roster pattern will not affect the 5 on, 4 off.”

The company can do it as long as they inform the crew member minimum 4 weeks in advance. Should that not be the case, the company and Sepla should be informed.

4.16. CAN THE COMPANY POSITION ME IN MY DAYS OFF FOR AN OOB DUTY?
 Ref. Ryanair Rostering Guidelines (Spanish bases) 2.3

No, your rostered days OFF in the draft roster are guaranteed. (Published four weeks in advance)

4.17. SPLIT DUTY
 Ref. OMA 7.13 ORO.FTL.220, CS FTL.1.220

Below 6 hours

Break of minimum 3 hours excluding pre-flight and post duty. “Accommodation” should be given, “Accommodation 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 crew member with the possibility to sleep**, with enough capacity to accommodate all crew members present at the same time and with access to food and drink. “

A Crewroom might not meet the above criteria.

Above 6 hours

“**Suitable accommodation**” should be provided, definition as per **point 4.18** below

4.18. SUITABLE ACCOMMODATION
 Ref. OMA 7.2.4

Suitable accommodation means, for the purpose of **standby, split duty and rest**:

- A separate room for each crew member
- In a quiet environment
- Equipped with a bed, which is sufficiently ventilated
- A device for regulating temperature and light intensity
- Access to food and drink.

If any of the above conditions does not comply:

Inform the company immediately, your rest period does not start until you find yourself in a “suitable accommodation”, Ryanair will make best efforts to secure alternative accommodation. Report to us any HOTAC or Ground Transport non-compliance as per CLA:



Please report any noncompliance to the FTLs to our email and to:

<https://iaa.ie/safety/safety-reporting>



5. PAYSリップ & GROUP LIFE INSURANCE

PAYSリップ ACCESS

- **Enter:** <https://empleados.valerotaxlegal.com>
- **Login:** use your ID number (**DNI or NIE**) with capital letters at the end
- **Password:** last 6 numbers of you **SS** number
- Change your password
- **Form 145:** available for download, please fill the form, sign it, and send back to Valero to any of their emails:
 - info@valerotaxlegal.com
 - support@valerotaxlegal.com
 - alvaro@valerotaxlegal.com

if unable to access the payslip with the above steps, email: support@valerotaxlegal.com

Your payslip will be in Spanish and English, below we will explain in detail what to expect, what the elements on the payslip mean and how they are calculated.



PAYSリップ GUIDE

We have prepared a guide to understand the Spanish payslips and all concepts and tax applied. Which to summarise contains this key point to further analysis.

PAYMENTS DEDUCTIONS NET RECEIVED REPORT

PAYMENTS

We will now explain the different concepts of "payments", included in our payslips, as well as other possible concepts to be reflected depending on each case.

By "payments" we understand the income to be received as defined by the Collective Labour Agreement chapters involved and indexed tables.

- A. FIXED SALARY PAYMENTS**
- B. VARIABLE SALARY PAYMENTS**
- C. OTHER NON-WAGE PAYMENTS**

▼ Continued on next page ▼

A. FIXED SALARY PAYMENTS

- **BASIC SALARY:**

Fixed monthly salary as per collective agreement and differences according to the function performed and seniority in the company.

- **PILOT ALLOWANCE:**

Is the amount recognised in the Agreement to compensate expenses such as loss of licence, uniforms, telephones, etc divided by 12 months.

- **TRAINING (or any other kind of) ALLOWANCE:**

Depending on the qualification of the pilot you can have different allowances paid pro rata per month.

B. VARIABLE SALARY PAYMENTS

- **SECTOR PAY**

It is the monthly proration of the remuneration foreseen in the agreement under the concept SBH RATE from the **previous month flown hours**.

IMPORTANT: amount is calculated deducting the national and international allowances without overnight recognised as exempt from personal income tax.

- **PAYMENT OF PER DIEMS WITHOUT OVERNIGHT STAY**

National per diems or International per diems, in both cases the number of days incurred in the **previous month** to which the maximum personal income tax exemption for per diems applies.

- **INTERNATIONAL FLIGHTS:** In case of a 4-sector day, with 2 domestic and 2 international flights, international exempt rate will be applied
- **DOMESTIC FLIGHTS:** i.e., MAD ACE or AGP BCN

Exempt rates applied to the days flown from the SBH rates flown:

- **Travel within Spain 36.06 €:**
- **Trips abroad 66.11 €.**

- **PAYMENT OF PER DIEMS WITH OVERNIGHT STAY**

In the event that a pilot has to spend the night away from his home base, the daily overnight per diem will be paid separately, in accordance with the T&Cs in force. When making the tax deductions, the company must take into account the maximum Personal Income Tax (IRPF) exemptions in force, which are currently those shown in the following table:

- **Travel within Spain 53.34 €**
- **Trips abroad 91.35 € which is done...75€ and 16,35€,** Separated in these two concepts, Night Stop, Overnight Abroad Tax Free to add up the exempt quantity.

- **SIM ALLOWANCE**

Same as the above per diem with overnight, but the exemption is generated when dh or when overnight for the SIM. This exempted quantity is subtracted from the Pilot Allowance concept of that month, as no SBH is generated

- **ANNUAL LEAVE DAYS**

Annual leave payment as per collective agreement, annual amount divided by 29 days of annual leave per year, payed per day of A/L the month after enjoying them (e.g., A/L in December paid in January payslip).

▼ Continued on next page ▼

• **SALARY IN KIND VS. FLEXIBLE REMUNERATION**

In the case of remuneration received in goods other than money: Pensions, Health Care Insurance, Childcare, Training, etc., this concept will be reported as "Accrual", as it is of a salary nature (in some cases exempt from Personal Income Tax) and simultaneously as a "Deduction", as the payment in kind is made directly by the company to the supplier.

The salary in kind may never exceed 30 per cent of the total salary (Art. 26.1, Spanish Employment Statute). Remuneration in kind must be valued economically according to the criteria set out in Art. 43, LIRPF.

In a flexible remuneration system to optimise salary by exchanging salary for tax-advantaged products, the selected remuneration in kind shall be reported and, for the same amount, the concept of accrued salary shall be reduced, so that the pilot's total salary remains unchanged.

Adjust Flexible Remuneration			-600,00
Employee/AVC Contribution			600,00

C. OTHER NON-WAGE PAYMENTS

- **Compensation or allowances:** Financial compensation received by the worker for expenses incurred or for the use of own assets: Compensation for relocations, dismissals, redundancies, etc.
- **Social security benefits and indemnities:** The benefits paid by the company in case of incapacity or temporary unemployment should be included here.
- **Other non-wage payments:** The company shall include in this item any other one-off payments other than those listed above.



DEDUCTIONS

In contrast to salary or non-wage payments, in this section the company will reflect those items for which the employee's social security and tax contributions will be subtracted from the above amounts.

• **Common Contingencies Contribution:**

Here will be reflected the amounts for which the workers will contribute to the Social Security to generate the future social benefits that they may obtain (IT, incapacity, retirement...). For employees, this will consist of 4.70% of the contribution base of their salary, while the company, as we will see at the end, will contribute 23.60%.

The monthly contribution base is calculated by dividing the total annual income by twelve and applying the minimum and maximum contribution rates stipulated by law. (For 2022 the maximum monthly contribution rate is 4,139.40 euros)

• **Unemployment Benefit:**

The amounts for which a possible unemployment benefit will be deducted. A deduction of 1.55% will be made from the paycheck if the contract is indefinite.

• **Contribution Training:**

Employees contribute 0.10% of the contribution base (0.60% to be paid by the employer).

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• **Cash Income Tax Account Of:**

This includes the personal income tax contribution base, multiplied by the tax rate applicable to the employee according to the progressive scale.

It should be noted that the contribution base will be lower than the Total Accrued, depending on the existence of items exempt from taxation.

The whole “**TOTAL GROSS**” quantity from our payslips is not subject to taxation. This is because there is a difference between amounts included as national and international per diems and other items excluded, which are exempt from personal income tax.

As for the percentage of taxation, this will be calculated according to the **following factors:**

1. The Remuneration Received.

As this is a progressive tax, the income received will be fundamental for the application of the percentage, determining the bracket and the applicable personal income tax rate. The existence of exempt income (per diems, Flex scheme, etc.), not being part of the calculation base, allows the progressive impact of personal income tax to be optimised.

The personal income tax percentage will vary throughout the year, as the company initially calculates it based on the salary forecast at the beginning of the year but, by legal obligation, it must adjust it month by month according to the evolution of the employee's salary subject to tax.

2. Personal and Family Situation:

The data provided at the beginning of the year on **Form 145** for the Communication of data to the payer for the calculation of personal income tax retentions, providing data such as the number of children or elderly or disabled dependents, will also determine the percentage to be applied. This document, apart from being obligatory, is essential for the company to be able to calculate the Personal Income Tax adapted to the employee's personal situation.

• **Prepayments and payments on account:**

In the case of prepayments, this section will record the discount to repay it in the stipulated amount (art. 29, ET).

• **TOTAL DEDUCTED:**

Reflects the total amount taken from the payroll for all the items in this section.



Net Salary is the amount we will see in the account when we receive the income after deducting the amounts for taxes and deductions.

It is the difference between the TOTAL GROSS and the TOTAL DEDUCTED.



I haven't been paid or paid incorrectly?

Send Ryanair a query (EU payroll) explaining your situation and if negative response please escalate it to the FO base manager.



GROUP LIFE INSURANCE

Contribution formula

The plan is funded through employee contribution and matching contribution from the Company.

- **Employee:** the employee can choose the annual contribution within the applicable band determined by Participating Base Agreement. The contribution bands are the following:
- **Company:** The Company matches the amount within the above applicable band chosen by the employee. Up to 8.000€ for Captains and 3.000€ for First Officer as per current agreement.

The contribution will be calculated and made on **monthly basis**.

Apart from the employee contribution described above, the employee also has the option of making **Additional voluntary contribution (AVC)**. The Company does not match any Additional voluntary contribution (AVC).

How and Who can participate in the Plan?

- To participate in the Plan, the employee must:
 - **Be expressly invited by the Company**
 - **Fill, sign and submit the Participating Base Agreement to the Company**

GUARANTEE	DESCRIPTION	BENEFIT AMOUNT
Retirement	The event causing the contingency is the Participant's effective access to total retirement through Social Security.	Accumulated Fund on the date of payment of the benefit
Death	What are the guarantees and benefits covered? For any cause or legal declaration of death of the Participant before receiving the retirement benefit.	Accumulated Fund on the date of payment of the benefit increased by 10% with the following limits: <ul style="list-style-type: none"> • Before 66 years: as maximum 6,010.12 euros and as minimum 601.01 euros • Reach or over 66 years: as maximum 601.01 euros and as minimum 300.51 euros
Disability / Dependency	Situation of permanent disability of the Participant, in any of its degrees, recognized by the official bodies that dictate such situations	Accumulated Fund on the date of payment of the benefit

- The effective start date of the Plan is on 1st of September 2022.
- Those employees who decide not to join the Plan at the time they were invited, would have the possibility to do it later. The deadline to enrol will be the first day of every month.
- As the participation in the Plan is voluntary, employees could stop their contributions requesting it to the company in writing, being effective the first day of next month in which it was notified.

▼ Continued on next page ▼

What are the guarantees and benefits covered?

- There are **exceptional liquidity situations** in the event of:
 - Long-term unemployment, according to local legislation
 - Serious illness of the participant or his spouse, direct dependents living with the participant, in accordance with local legislation
- The benefits of the Plan will be payable in the form of capital, being able to be converted in the form of annuity or in a combination of both.

APPLY

Please send a query to HR stating your position, the quantity you want to include monthly in the plan and if you wish to add any additional top up.



6. JOIN US

Our strength lies in all of us, the members. **UNITED, WE ARE STRONGER.** And together we must continue to fight so that this beautiful profession of ours does not degrade.

Because it is our passion, it is our vocation, and we owe it to it.
So that the word pilot continues to be synonymous of quality, vocation, and dedication.

Ours is not only a profession, but also a way of understanding life.

JOIN NOW!

www.sepla.es/es/sepla/afiliate/

***Note:** if you have any problems or doubts during the affiliation process, please email Sepla:

sepla@sepla.es

ADD +1

Communication, inside and outside the cockpit, is the key to a healthy Union Culture between colleagues and, it is an essential part for the good functioning of the Company Council. We highly recommend you save a copy of our CLA and latest Newsletters in your EFB or personal phone for quick references and good support between Sepla members.

We all should feel proud and confidence about our achievements as a collective, past, and future, all of them done together as a mature collective. it is our responsibility too, to keep all new pilots informed of their rights and onboard of the Union, so please:

REMEMBER ADD +1

BENEFITS

Besides all the explained above in the “**ABOUT SEPLA**” chapter. Sepla offers massive discounts with Club Sepla, where there are more than 200+ deals like: loss of license, bank agreements, car insurance, mortgage, hotels, car hire, technology, restaurants, cinema, and much more.

Link: <https://www.clubsepla.es/>

TAX REBATE: Due to own nature of the union fee, full amount of the membership fee is applicable for tax relief at the yearly tax declaration, you can download it on your personal profile on Sepla website at any time and the general Sepla Secretary will send you the appropriate document for its application in due time for previous year tax declaration.



THANK YOU AND SAFE FLIGHTS!



SEPLA IS THE MAIN PILOT ASSOCIATION IN SPAIN

- An independent union **politically and economically.**
- A union with **representation in main airlines.**
- For you to work **the best conditions.**



WHAT DOES IT OFFER?

- Voice and vote in future decisions
- Protection and access to a **wide range of economic, social and legal services**



WHY JOIN?

- Your employment will be protected
- Because you will play an important role as part of your group
- Because we bring **experience** and professionalism
- Because we have an **international presence**
- Because our goal is to ensure workplace safety



FEES

- **Captain:** 73,36€/month
 - **Copilots:** 52,61€/month
 - Reduced fee 1st y 2º year: 20,85€/month
 - Reduced fee 3rd y 4º year: 36,49€/month
- Tax relief on the full membership fee



HOW TO JOIN?

- Online membership: sepla.es/sepla/affiliate
- Confidentiality guarantee