

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/192

TITLE: Eastern Australia Airlines Pty Limited Group 2 Ground Staff Enterprise Agreement 2003

I.R.C. NO: IRC4/1589

DATE APPROVED/COMMENCEMENT: 1 June 2004

TERM: 26 Months

**NEW AGREEMENT OR
VARIATION:** Replaces EA 01/200

GAZETTAL REFERENCE: 16 July 2004

DATE TERMINATED:

NUMBER OF PAGES: 20

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees of Eastern Australian Airlines Pty Limited located at Qantas Centre 'A' Building, Level 4 (QCA4), 203 Coward Street, Mascot NSW 2020 engaged in the classifications of level one to level three positions as shown in clause 3 of the Agreement

PARTIES: Eastern Australia Airlines Pty Ltd -&- Peter Barry-Cotter, Nerida Bennett, George Boscolo, Samantha Bower, Scott Chadwick, Roy Cowley, Toni Coyle, Alan Curzon, Kelly Dayment, Samuel English, Angus Gillespie, Craig Hamilton, Carolyn Hogg, Nicole Hopkins, Toby Peter Iemma, Simon Jones, Berice King, Aimee Lewis, Ian McInnes, Lynette McLoughlin, Natalie Deanne Meredith, Julie Milledge, Carol Montilla, Donna Moore, Anita Mosch, Daniel Myles, David Rathgen, Janine Reading, Kirsty Roach, Michael Tarn, Peter Townsend, Richard Ward, Yervant Wazir, Graeme Wright, Yvonne Yanner

EASTERN AUSTRALIA AIRLINES PTY LIMITED GROUP 2 GROUND STAFF ENTERPRISE AGREEMENT 2003

1. Title

This Agreement shall be known as the "Eastern Australia Airlines Pty Limited Group 2 Ground Staff Enterprise Agreement 2003".

2. Arrangement

This Agreement is arranged as follows:-

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3. Parties Bound

The parties to this Agreement are::

- (a) Eastern Australia Airlines Pty Limited (ACN 001 599 024) ("the Company")
and
- (b) The employees, whose names and addresses appear in Appendix 2, who are employed by the Company in the state of New South Wales in the following trades and occupations, with the salary scales as shown in Clause 16.1 of this Agreement:

Level One Positions

Agents Supervisor
Movements Controller
Ramp Controller
Statistics Supervisor
Yield Analysts
Secretary
Training Officer

Level Two Positions

Accounts Payable Supervisor
Area Sales Managers I
EDP Supervisor
Executive Secretary
Revenue Supervisor
Passenger Services Supervisor, Sydney
Technical Records Officer, Sydney
Airport Manager, Newcastle
Purchasing Officer, Sydney
Acting Duty Operations Controllers
Crewing Officer

Level Three Positions

Duty Operations Controllers
Supply Supervisor, Tamworth
Technical Records Supervisor, Tamworth
Sales and Marketing Co-Ordinator
Trainee Accountant
Area Sales Managers II
Aircraft Allocation Controller

4. Duress

This Agreement was not entered into under duress by any party to it.

5. Date and Period of Operation

- (a) This Agreement shall, having regard for Section 35 of the *NSW Industrial Relations Act 1996*, No.17, have effect from the date it is registered and shall remain in force until 31 July 2006. The Agreement will only be varied or terminated in accordance with the provisions of the *Industrial Relations Act 1996*.
- (b) None of the provisions of this agreement will apply until it is approved by the Industrial Relations Commission

6. Application of Agreement

This Enterprise Agreement shall comprehensively determine the terms and conditions of employment of all employees, whether full-time, part-time or casual who are employed as Group 2 ground staff by the Company in any of the positions referred to in clause 3(b) of this Agreement.

This Agreement shall replace in their entirety the "Eastern Australia Airlines Pty Limited Group 2 Ground Staff Enterprise Agreement 2001", the "Eastern Australia Airlines Pty Limited Group 2 Ground Staff Enterprise Agreement 1998" of 19 January 1999", the "Eastern Australia Airlines Pty Limited Group 2 Ground Staff Enterprise Agreement 1996" of 25 February 1997", the "Eastern Australia Airlines Pty Limited Group 2 Ground Staff Enterprise Agreement 1994" registered number EA45/95 of 21 February 1995, which was in force until 31 January 1996, and the Clerks (State) Award.

7. Definitions

"The Company"

Means Eastern Australia Airlines Pty Limited (ACN 001 599 024).

"Casual Staff Member"

Means a staff member employed by the Company under the provisions of Clause 11.1 of this Agreement.

"Part-Time Staff Member"

Means a staff member employed by the Company under the provisions of Clause 11.2 of this Agreement.

"Fixed-Term Temporary Staff Member"

Means a staff member employed by the Company under the provisions of Clause 11.3 of this Agreement.

"Full Time Staff Member"

Means a staff member other than a "casual staff member" or "part-time staff member" who is employed under this Agreement.

"Nominated 28 day Cycle"

Means each 28 day period, first commencing on the Thursday of the commencement of the next pay period after the registration of this Agreement, and thereafter commencing on every fourth succeeding Thursday.

"Representative Committee of Group 2 Staff"

Means the Works Committee duly elected by staff members on their behalf under the terms of this Agreement.

"One Week"

Means five (5) working days.

8. Purpose and Intent

- (a) The purpose of this Agreement is to create flexibility in work practices in return for greater productivity and efficiency for the mutual benefit of the Company and the Company's staff.
- (b) This Agreement has been reached through a voluntary process of consultation between representatives of the Company, the Representative Committee of Group 2 staff and staff, on behalf of ground staff covered by this Agreement.

- (c) It is the intention of both the Company and its staff to adopt a co-operative and cohesive approach, so as to deliver a high quality service to the Company's customers, and to create a rewarding and harmonious working environment.
- (d) The parties agree to consult on a regular basis, as required, and in good faith jointly to:-
 - i. Co-operate in the development of improved work practices and procedures.
 - ii. Identify and implement measures to increase flexibility to provide real and sustainable productivity gains.
 - iii. Formulate and agree on salary ranges to apply from time to time for staff employed under the terms and conditions of this Agreement.

9. Terms of Engagement

- (a) Staff will usually be employed on a full time basis however casual, part-time or Fixed Term/Temporary employment is also permitted as prescribed in Clause 11 of this Agreement.
- (b) The Company will inform each staff member as to the terms of his/her engagement and whether he/she is engaged on a full time, part-time, casual or Fixed Term/Temporary basis.
- (c) Staff employed under this Agreement may be required to work on either day or shift work, in accordance with Clause 12.3 herein.
- (d) The Company will inform each staff member whether they are employed on shift or day work.
- (e) At least two weeks written notice will be given by the Company to any staff member who is required to change from day to shift work or vice versa, however a lesser period of notice may apply by mutual agreement.
- (f) Staff who are first employed by the Company after the commencement of this Agreement, and whose terms and conditions of employment as a consequence are governed by this Agreement may be required at the Company's discretion to undergo a period of probationary service not exceeding three months. Any appointment involving probationary service will be confirmed in writing by the Company.
- (g) Staff who transfer within the Company and whose terms and conditions of employment are as a consequence governed by this Agreement shall not be required to undergo a period of probationary service.

10. Termination of Employment

- (a) The employment of a full or part-time staff member may be terminated by the staff member or the Company by giving four weeks written notice or by the payment to the staff member or forfeiture by the staff member from salary due of an amount equal to that by which the four week notice period is not met.
- (b) The period of notice in (a) above may be reduced or waived by mutual agreement between the Company and the staff member in which case salary shall be paid up to and including the last day of work.
- (c) Nothing in this clause shall affect the right of the Company to dismiss a staff member without notice for misconduct, disobedience, incompetence or negligence, which are to be stated in writing to the staff member at the time of dismissal.
- (d) Any termination of a staff member of the Company shall be in accordance with the provisions of the *Employment Protection Act 1982*.

11.1 Casual Staff

"Casual staff member" shall mean a staff member:-

- (a) Who is engaged on a casual basis and paid as such.
- (b) Whose spread of ordinary hours is in accordance with the provision of Clause 12.3 of this Agreement.
- (c) Whose hourly salary will be set at the time of engagement having regard to scales from time to time established for full time staff members, which salary will then be factored as follows:-

$$\frac{\text{Annual Rate}}{13 \times 156} \text{ plus } 20\%$$

- (d) Whose employment may be terminated by either party on giving written notice.

Notwithstanding anything else contained in this Agreement, the following provision of this Agreement shall not apply to a casual staff member:-

Sick Leave

Bereavement Leave

Long Service Leave, except as provide for under the *Long Service Leave Act 1955*, as amended

Parental Leave

Jury Service Leave

Staff Travel Privileges (applicable after qualification period)

Public Holidays, except for work undertaken on a Public Holiday

Redundancy

11.2 Part-Time Staff

"Part-time staff member" shall mean a staff member:-

- (a) Who is employed to work regularly less than 19 days or 156 hours in any nominated 28 day cycle but who regularly works at least eight days or 39 hours in any nominated 28 day cycle.
- (b) Whose spread of ordinary hours shall be in accordance with Clause 12.3 of this Agreement.
- (c) Whose hourly salary rate shall be set at the time of engagement having regard to the minimum rate set out in Clause 16.1 established for full time staff in the appropriate classification.

Notwithstanding anything else contained in this Agreement, the provisions of this Agreement with respect to:-

Annual Leave

Sick Leave

Bereavement Leave

Long Service Leave

Parental Leave

Public Holidays

Redundancy

shall apply pro rata for part-time staff members in proportion to 156 hours in each nominated 28-day cycle.

11.3 Fixed Term Temporary Staff

"Fixed Term Temporary Staff" shall mean a staff member:

- (a) Who is engaged for a specified period of time.
- (b) Whose spread of hours is in accordance with the provision of Clause 12.3 of this Agreement.
- (c) Whose hourly salary rate shall be set at the time of engagement having regard to the minimum rate set out in Clause 16.1(e) established for full time staff in the appropriate classification.
- (d) Whose term of appointment or any extension thereto is confirmed in writing.

Notwithstanding anything else contained in this Agreement, the following provisions of this Agreement shall not apply to a fixed term temporary staff member:-

Bereavement Leave

Long Service Leave, except as provide for under the *Long Service Leave Act* 1955, as amended

Parental Leave

Jury Service Leave

Staff Travel Privileges

Redundancy

12.1 Designated Days Off

Staff under this Agreement shall be entitled to a minimum of eight Designated Days Off (DDOs) free of duty, in each nominated 28 day cycle subject to the provisions of Clause 14 of this Agreement - PUBLIC HOLIDAYS.

12.2 Rostered Days Off

Where Rostered Days Off (RDOs) occur as a result of staff working in accordance with the provisions of Clause 12.3, such RDOs may be either:-

- (a) Taken when they form part of a rostered pattern.
or
- (b) Taken at a time mutually agreed between the Company and the staff member.
or
- (c) Accrued and taken in conjunction with Annual Leave entitlements.
as may be mutually agreed from time to time.

12.3 Hours

The ordinary hours of work shall not exceed 156 in a nominated 28-day cycle. Ordinary hours may be worked in any of the following patterns:-

I. For Staff Not Working on a Shift Pattern (Day Work)

- (a) Ordinary hours will be worked between the hours of 6.00am and 6.00pm Monday to Friday (inclusive).
- (b) Ordinary hours may be worked either on 19 or 20 days in a nominated 28-day cycle, subject to mutual agreement between the Company and an individual staff member.
- (c) When ordinary hours are worked on 19 days in a 28-day cycle a rostered day off will accrue.
- (d)
 - (i) Where work occurs on 19 days in a nominated 28-day cycle ordinary hours of work will be 8 hours 12 minutes per day.
 - (ii) Where work occurs on 20 days in a nominated 28-day cycle ordinary hours of work will be 7 hours 48 minutes per day.

II. For Staff Working on a Shift Pattern (Shift Worker)

- (a) Ordinary hours will be worked between 4.30am and 11.00pm on any day.
- (b) The ordinary hours of work will be 8 hours 12 minutes on 19 days, with one rostered day off.

III. For All Categories of Staff

Subject to mutual agreement between:-

The Company and an individual staff member, where that staff member is engaged in a role standing alone within the organisation;

or

the Company and the majority of staff who work as independent members of a group in a specific functional area;

the ordinary hours of work may be spread so that up to a maximum of ten hours and/or a minimum of six hours may be worked on any day.

Where such agreement is reached, ordinary hours may be worked either: -

- (a) On a rostered pattern where the start and finish times of ordinary hours are specified for each day within the nominated 28 day cycle, or
- (b) On a flexible pattern whereby ordinary hours of work may be varied day by day within the nominated 28 day cycle.

13. Meal Breaks

- (a) Staff whose ordinary working hours fall between 6.00am and 6.00pm shall be allowed a meal break of not less than thirty minutes or more than one hour. A "meal break" under this provision will not count towards ordinary hours of work.

- (b) Staff whose ordinary working hours fall between 4.30am and 11.00pm shall be allowed a meal break of not more than 30 minutes. A "meal break" under this provision will count towards the ordinary hours of work.

A meal break taken in accordance with (a) and (b) above shall normally occur five hours after commencement of duty, but may commence at other times by mutual agreement.

14. Public Holidays

- (a) The following days are defined as Public Holidays for the purpose of the Agreement:-
New Years Day, Australia Day,
Easter Friday, Easter Saturday, Easter Monday,
Anzac Day, Queens Birthday, Labour Day,
Christmas Day, Boxing Day and any other day gazetted as a Public Holiday for the state of New South Wales.
- (b) In addition to the holidays specified above, one additional holiday in each calendar year will be observed on the first Monday in August. This additional holiday must be taken each calendar year when due or on a substitute day mutually agreed between the staff member and the Company within the calendar year.
- (c) Certain Public Holidays and Weekends
 - (i) When Christmas Day falls on a Saturday or Sunday, 27 December shall be observed as the public holiday in lieu of the prescribed day.
 - (ii) When Boxing Day falls on a Saturday or Sunday, 28 December shall be observed as the public holiday in lieu of the prescribed day.
 - (iii) When New Year's Day or Australia Day falls on a Saturday or Sunday, the following Monday shall be observed as the public holiday in lieu of the prescribed day.

15.1 Annual Leave

Annual Leave under this Agreement shall be governed by the provisions of the *New South Wales Annual Holidays Act 1944* as follows:-

- Staff who do not work on a shift pattern - Four weeks leave in each year of service
- Staff who work on a shift pattern - Five weeks leave in each year of service

15.2 Sick Leave

- (a) Full time and part-time staff shall, subject to the production of a medical certificate, be entitled to:-
 - (i) Ten days paid sick leave for each year of service from the registration of this agreement
- (b) Notwithstanding the provisions of subclause (a) of this Clause, up to two single days' sick leave in any one year may be granted without production of a medical certificate subject to a declaration being given in writing by the staff member.
- (c) Unused sick leave may be accumulated. Payment in lieu of unused sick leave is not permitted under this Agreement.

- (d) When a staff member becomes seriously ill during annual leave, for a period of not less than seven (7) consecutive days, that period shall be counted as sick leave to the extent that the staff member has sick leave credits. Proof of such illness shall be in the form of a certificate from a medical officer. The staff member should advise the Company as soon as possible after the commencement of illness.

15.3 Bereavement Leave

A staff member, other than a casual staff member, shall be entitled to a maximum of two days leave without loss of pay on the occasion of the death of the employee's husband, wife, father, mother, brother, sister, child, stepchild, grandparents or parents -in-law. The words wife, husband, shall include defacto wife or husband and the words father and mother shall include foster-father or mother and stepfather or mother.

15.4 Long Service Leave

Long Service Leave shall be governed by the provisions of the *New South Wales Long Service Leave Act 1955*, as amended.

15.5 Parental Leave

Entitlement to Maternity Leave, Paternity Leave and Adoption Leave shall be governed by the *New South Wales Industrial Relations Act 1996*. However the first six weeks of any maternity leave will be paid at the employee's base salary.

15.6 Jury Service Leave

- (a) A staff member who is required to attend Jury Service during his/her ordinary working hours will be paid by the Company an amount equal to the difference between the amount paid for attendance for Jury Service and the amount of ordinary time or Shift salary he/she would have otherwise earned.
- (b)
- i. A staff member shall notify the Company as soon as possible when required to attend for Jury Service.
 - ii. Evidence of a requirement to attend Jury Service should be submitted to the Company as soon as possible.
 - iii. The staff member will provide to the Company:-
 - a) Proof of attendance for Jury Service.
 - b) A statement of the duration of attendance.
 - c) A statement showing the amount received for such attendance.

15.7 Family Leave

- (a) Use of Sick Leave
1. An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after 1st February 1996 for absences to provide care and support for such persons when they are ill.
 2. The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
 3. The entitlement to use sick leave in accordance with this subclause is subject to:

- a) the employee being responsible for the care of the person concerned; and
- b) the person concerned being either:
 - (i) a member of the employee's immediate family; or
 - (ii) a member of the employee's household.
- c) the term "immediate family" includes:
 - (i) a spouse (including a former spouse, a defacto spouse and a former defacto spouse) of the employee. A defacto spouse, in relation to a person, means a person who lives with the first mentioned person on a bona fide domestic basis although not legally married to that person;
 - and
 - (ii) a child or an adult child (including an adopted child, a stepchild or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

4.

- (a) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (b) Unpaid Leave for Family Purpose
 - 1. An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.
- (c) Annual Leave
 - 1. Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.
 - 2. Access to annual leave, as prescribed in Paragraph 4(c)1 above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- (d) Make-Up Time
 - 1. An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread or ordinary hours provided in this Agreement.

16.1 Salaries and Allowances

The annual base salaries of full time staff in the trades and occupations listed in Clause 3 of this Agreement, shall be as indicated in the following table, and be effective from the first pay day on or after the dates indicated in the same table:

Salary rates effective from the first pay day on or after the:-	1st February 2004 (representing a 3.0% increase)	1st February 2005 (representing a 3.0% increase)	1st February 2006(representing a 3.0% increase)
Salary - Level One Positions			
Level 1.1	\$40801.69	\$42,025.74	\$43,286.51
Level 1.2	\$42,161.81	\$43,426.66	\$44,729.46
Level 1.3	\$43,520.81	\$44,826.43	\$46,171.22
Salary - Level Two Positions			
Level 2.1	\$44,200.87	\$45,526.90	\$46,892.70
Level 2.2	\$45,902.18	\$47,279.25	\$48,697.63
Level 2.3	\$47,601.20	\$49,029.24	\$50,500.12
Salary -Level Three Positions			
Level 3.1	\$48,998.37	\$50,468.32	\$51,982.37
Level 3.2	\$51,000.41	\$52,530.42	\$54,106.33
Level 3.3	\$53,041.73	\$54,632.98	\$56,271.97

Progression from one salary point to another within a level is based on the satisfactory completion of 12 months service as determined by performance appraisal.

The above salary level include annual leave loading previously negotiated into these figures.

The Company has discretion to pay salaries above those specified in the third increment in each scale.

Training Salary

- (a) A staff member joining the company under the terms of this Agreement will be paid a rate equivalent to 85% of the annual rate under the appropriate scale during the first three months of service.

16.2 Payment of Salaries, Overtime and Allowances

- (a) Salaries for staff will be paid fortnightly by Electronic Funds Transfer into the staff members nominated Bank, Building Society or Credit Union account.
- (b) Time Sheets, properly authorised by an immediate Manager, will be submitted at the end of each 14-day period. Payment for overtime and variations to average shift will be made on the next payday.
- (c) The company shall provide only one addition after tax deduction facility other than superannuation and company social club fees, for each employee. This additional after tax deduction shall be provided for medical benefits fund purposes.

16.3 Shift Allowance

- (a) Where seven-day shift patterns are worked, shift allowances will be calculated in accordance with the shift pattern from time to time in effect in each functional area or locality as the case may be.

- (b) Shift allowances will be calculated through incorporation of the following percentages over and above ordinary rates of pay according to shift start or finish time, day of week and ordinary hours worked.

Weekdays	-	Shift commencing between 5am & 6am	10%
	-	Shift commencing before 5am	20%
	-	Shift finishing after 6pm and at or before 11pm	17%
	-	Shift finishing after 11.00pm and before 5am	20%
Saturdays	-		50%
Sundays	-		75%

- (c) Shift allowances, once calculated over a repeating 28-day cycle, will be averaged and be paid as a fixed allowance in respect of each week worked.
- (d) When from time to time there is a change in the start/finish time of shifts or spread of hours, shift allowances will be calculated in accordance with subclause (b) above and averaged for payment purposes in accordance with subclause (c) above.
- (e) Where there is a requirement for an alteration to shift patterns, start/finish times or spread of hours, such a change may be agreed between the Company and staff member(s). If no such agreement is reached, changes may be introduced by the Company on notice of at least one week.
- (f) Staff whose ordinary hours of work follow a seven day shift pattern will be paid the average shift allowance as prescribed in this Clause during periods of annual leave.

16.4 Overtime/Time Off in Respect of Overtime Worked

- (a) Time worked in excess of 156 hours in any nominated 28-day period, will be overtime. Overtime will be computed to the nearest quarter of an hour.
- (b) Staff may claim for overtime worked and receive payment at a rate of :-
- i. For day workers 1.75 hour's pay for each hour of overtime worked in excess of 156 hours.
 - ii. For shift workers 2.00 hours pay for each hour of overtime worked in excess of 156 hours.
- (c) Staff may request time off in lieu of receiving overtime payments. Such requests will normally be granted by the Company. Time off in lieu of overtime payments may be taken, subject to mutual agreement between the Company and staff during ordinary hours of work or accumulated and taken with a period of approved leave or other absence.
- (d) Time off in lieu of overtime payments under subclause (c) above shall be at the rate of :-
- i. For day workers 1.75 hours pay for each hour of overtime worked in excess of 156 hours.
 - ii. For shift workers 2.00 hours pay for each hour of overtime worked in excess of 156 hours.
- (e) A combination of time off or payment for overtime worked in accordance with sub clause (c) and (d) above will be allowed subject to mutual agreement between the Company and the staff member.
- (f) The provision of this Clause shall not apply to staff who receives an agreed fixed salary (which has been established to include a component in lieu of overtime payment or entitlements). This subclause applies to the following positions/classifications shown in Clause 3(b) above :-

Technical Records Supervisor, Tamworth

Technical Records Officer, Sydney

Purchasing Officer, Sydney

Supply Supervisor, Tamworth

Area Sales Managers

Employees whose positions are covered by this subclause shall be advised of base salary and overtime components when initial fixed salary is agreed. In addition a review of actual overtime worked shall occur at half-yearly intervals in order to assess the appropriateness of the agreed fixed salary. Where a significant variance occurs between actual overtime worked and estimated overtime for the purpose of the prior calculation of fixed salary (10% or more), the fixed salary shall be reviewed and agreed so as to correctly reflect the requirements of the position.

Whilst the parties agree that work outside normal hours of duty may at times occur during a concentrated period, it is not the intention of this subclause to unreasonably affect the rights of employees covered by this subclause, as prescribed under the terms and conditions of this Agreement.

(g)

- i. A worker who has left the Company's premises having completed a period of duty, who is later recalled and reports for duty, will be entitled to claim for being recalled.
- ii. Under the provisions of (i) above a staff member may claim either:-
 - (a) A minimum of three hours pay calculated at overtime rates or
 - (b) For the actual time worked after being recalled at overtime rates if duty exceeds three hours.
- iii. The provisions of subclause (c) and (d) of this clause may apply in lieu of the payment specified in (ii) above.
- iv. The provisions of subclause (g) shall not apply to staff who may be required to start work prior to their designated duty commencement time and who consequently report for duty early.
- v. The provisions of subclause (g) shall not apply for the purposes of the calculation of overtime under subclause (a) of this clause provided time worked in any nominated 28 day period reaches 156 hours.

(h) Meal Allowance

- i. Shift Workers - A meal allowance of \$10.15 indexed to the Clerical and Administrative Clerks Award, shall be paid to shift workers who work in excess of one hour of their standard shift (8 hours)
- ii. Day Workers - A meal allowance of \$10.15, indexed to the Clerical and Administrative Clerks Award, shall be paid to day workers who work past 2000 hours, except in instances where an adequate meal is provided.

(i) Ten Hour Break

Wherever it is reasonably practicable, shift workers who work overtime must have a ten-hour break before beginning work on the following shift. If the employer requires the shift worker to begin work without a ten hour break after working overtime, the employer must pay the shift worker overtime rates until he/she stops work on the following shift. This subclause shall apply to normal rostering patterns only and shall not apply to employee's mutual arrangements.

16.5 Work on Public Holidays

The following provisions apply with respect to work on Public Holidays as prescribed under Clause 14 of this Agreement.

- (a) Staff who are required to and who work on a Public Holiday are entitled to payment at a rate of two and a half hours pay for each hour worked.

This entitlement may be taken as payment or credited towards time off in lieu of payment (or towards an RDO which forms part of a shift pattern) or any combination thereof.

- (b) Shift allowance shall not apply in respect of payment for work on Public Holidays.
- (c) A shift worker who is rostered off on a Public Holiday or whose Rostered Day Off (RDO) falls on a Public Holiday may elect to receive an additional days pay or accrue an additional days leave or RDO which forms part of a shift pattern which may be taken at a time mutually agreed between the Company and the staff member. Overtime provisions shall not apply in respect of payments under this subclause.

16.6 Work on a Designated Day Off Or Rostered Day Off

Staff who are required to and who work on a Designated Day Off or Rostered Day Off (other than a Public Holiday) or on day of their annual leave may elect to receive overtime payments, as applicable, or time off in lieu of overtime payments as prescribed under Clause 16.4 of this Agreement, provided that a minimum overtime payment of three hours shall apply on each day.

16.7 Paid Sick Leave

- a) Where payment is due in respect of paid sick leave, the amount will be calculated on the basis of ordinary hours, which would otherwise have been worked, had the staff member not been sick.
- b) On those days where an entitlement exists for paid sick leave, a staff member who works on a shift pattern will receive payment for ordinary hours in accordance with (a) above, but will not receive payment in respect of shift allowances.
- c) When an adjustment is to be made in respect of the non payment of shift allowances under (b) above the averaged shift allowance will be reduced by an amount equivalent to the shift allowance applicable to the day of the week or shift as specified in Clause 16.3(b), for any period of paid sick leave.
- d) Any adjustment in accordance with the provisions of (c) above, which results in a reduction of shift penalty payments, shall not exceed the averaged shift allowance in any pay period.

16.8 Travelling Expenses and Allowances

- (a) A staff member who is required by the Company to travel from his/her usual place of work, and when such absence involves remaining away overnight, shall be paid or reimbursed in respect of all reasonable accommodation, meals, transport and incidental expenses which are thereby incurred.
- (b) A staff member who is asked to and agrees to use his/her private motor vehicle on Company business from time to time shall be paid an allowance of 56 cents, indexed to the Clerical and Administrative Employees (State) Award, for each kilometre travelled during such use.

16.9 First Aid Allowance

- (a) An Employee who holds an appropriate first aid qualification, and is required by the Employer to perform first aid duties, shall be paid a weekly allowance of \$8.35 indexed to the Clerical and Administrative Employees (State) Award.

16.10 Dry Cleaning Allowance

An employee required to wear a uniform in a customer-contact position will receive dry cleaning of up to 8 uniform items per month, subject to a maximum total monthly expenditure of \$30, in recognition of the requirement that acceptable standards of presentation are maintained.

17. Performance Appraisal Scheme

- (a) The Company undertakes to introduce a Performance Appraisal Scheme for full time staff whose terms and conditions of employment are governed by this Agreement.
- (b) This scheme will be used as the basis for the conduct of regular review meetings between each staff member and his/her supervisor/manager.
- (c) The regular meetings outlined in subclause (b) will occur at least every twelve months and will be designed to allow:-
 - i. A joint review between the staff member and his/her manager/supervisor of the staff members performance in their designated role.
 - ii. For discussion on the needs of the staff members to enhance his/her skill level and product knowledge so as to optimise the individual's progression opportunities.
 - iii. The formulation of specific in house or external training programs aimed at developing career paths for the staff member.
 - iv. The staff member to identify and discuss any matter which is relevant to their role in the Company.

18. Special Conditions for Tamworth Employees

1. Definitions

In this Clause

- (a) "Early Shift" means a shift commencing at 0545 hours and finishing at 1359 hours and which is worked by a Tamworth employee for one week out of every four, Monday to Friday.
- (b) "Tamworth Employees" means employees covered by this Agreement who are based in Tamworth.

2. Application

The terms and conditions contained in this Clause shall apply to Tamworth employees only. Where there is any inconsistency between the terms of the Agreement and the terms contained in this Clause, this Clause shall prevail to the extent of that inconsistency.

3. Multi-Skilling Allowance

Tamworth employees who are required by the employer to perform both Administrative and Customer Service duties shall be paid a multi-skilling allowance of \$21.05 per week.

This allowance will be increased to equal.

\$21.68 From the first pay day on or after 1 February 2004

\$22.33 From the first pay day on or after 1 February 2005

\$23.00 From the first pay day on or after 1 February 2006

4. Tamworth Employees on Early Shift

(a) Preamble

Currently, the employer requires Tamworth employees to work one week out of every four on Early Shift.

(b) Entitlements

Where a Tamworth employee works Early Shift, that employee shall still be classified as Day Worker for all purposes under the Agreement. However:

- i. the Tamworth employee shall be paid a shift loading of 10% for each hour worked on Early Shift;
- ii. the Tamworth employee shall receive a paid meal break of 30 minutes during each Early Shift before the expiration of five (5) hours continuous work;
- iii. the Tamworth employee shall not be entitled to:
 - (1) payment of overtime for time worked prior to 0600 hours on Early Shift; or
 - (2) the unpaid meal break specified in Clause 13(b) of this Agreement; and
- iv. Early Shifts worked by a Tamworth employee shall not entitle the Tamworth employee to any additional annual leave under Clause 15.1 of this Agreement.

19. Staff Travel Privileges

- (a) Full time staff employed by the Company and specified family members will be eligible, subject to appropriate qualification criteria and Company rules, procedures and practices as set out in the Company "Staff Travel Manual", to obtain reduced fare transportation privileges on Company services or those of other airlines with which the Company has interline agreements or understandings.
- (b) Access to reduced fare transportation is a privilege and not an entitlement of employment. Any staff member who breaches or abuses any such privilege may have such privileges withdrawn or be subject to other disciplinary action by the Company.

20. Confidentiality of Information

- (a) The contractual relationship between the Company and its staff is founded on trust. Any breach of this trust by a staff member, such as the unauthorised disclosure to a third party of confidential information about the business, will render the staff member liable to disciplinary action, and/or to civil proceedings to restrain the staff member from disclosing the information to a third party or making personal use of it without authority from a senior manager, or for damages if loss to the Company results from the unauthorised disclosure.
- (c) Staff are prohibited from dealing with the media and are not authorised to give details on the Company or its operations to any media organisation, unless specific and individual authorisation is given.

21. Redundancy

- (a) The conditions of any redundancy which may occur during the term of this Agreement shall be in accordance with the *New South Wales Employment Protection Act 1982* except the scale of redundancy payments which will be as per Appendix 1.
- (b) The Company undertakes to discuss with the Representative Committee any redundancies which may occur during the term of this Agreement.

- (d) The Company undertakes to use its best endeavours to find alternative employment in the Qantas Group or elsewhere for any staff who become redundant during the term of this Agreement.

22. Superannuation

- (a) The Company is bound by the provisions of the Superannuation Guarantee (Administration) Act, 1992.
- (b) On behalf of staff the Company will make appropriate contributions into a Fund approved from time to time by the Company.
- (c) The Company will arrange, through payroll deductions, to make additional contributions to an approved fund on written request from a staff member.

23. Salary Sacrifice

- (a) For the purposes of "Salary Sacrifice" the employee and the Company under the terms of this agreement are able to enter into negotiations and the individual employee may forgo the right to a portion of salary in accordance with the rules of the Australian Taxation Office. The results of this negotiation must be recorded in writing.
- (b) Salary Sacrifice is available for superannuation, car lease and the purchase/lease of a laptop/electronic pocket diaries.

24. Grievance Procedures

- (1) The parties agree to adopt a co-operative approach to address and resolve disputes, claims and grievances which may arise from time to time during the term of this Agreement.
- (2) The following procedures will be followed in dealing with either individual or collective issues.
 - a) The staff member(s) shall notify the Company of the substance of any matter arising under these provisions, request a meeting, and state the remedy or resolution sought.
 - b) The matter will be discussed with an immediate supervisor/manager and if not resolved will then be referred to a Divisional Manager.
 - c) A meeting will be convened between the Divisional Manager and the staff member or members at which meeting a member of the "Representative Committee of Group 2 Staff" may be also present. If not resolved at this meeting then the matter will be referred to the Company's General Manager.
 - d) If a resolution is not reached under the provision of subclause (c) above, the matter will first be referred to an independent arbitrator, agreed to between the parties.
 - e) If the matter remains unresolved, it may then be referred by either party to the New South Wales Industrial Relations Commission.
- (3) The parties agree at all times to consult in good faith and without undue delay during the procedures set out in this clause.
- (4) Whilst these procedures are in progress normal work will continue under this Agreement.
- (5) Either party to a dispute claim or grievance between the Company and a staff member or members may be represented by their respective industrial organisation at any stage in the specified proceedings.

25. Anti-Discrimination

- (a) It is the intention of the parties to this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes

discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- (b) It follows that in fulfilling their obligations under the grievance procedures prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977*;
 - (iv) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes

- (1) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (2) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

26. Negotiation of New Agreement

The parties agree to commence negotiations of a new Enterprise Agreement at least three months before the expiry of this Agreement.

27. Acceptance

SIGNED for and on behalf of EASTERN AUSTRALIA AIRLINES PTY LIMITED

Signature:

Printed Name & Occupation:

Mark Phillips Accountant

Witness:

Kirsten Tracy West

Date:

25 May 2004

SIGNED for and on behalf of the EMPLOYEE PARTIES referred to in Clause 3(b) whose names appear in Appendix 2, being duly authorised to sign on behalf of the Employee Parties

Signature:

Printed Name & Occupation:

Smauel John English Duty Airport Supervisor

Witness:

Kirsten Tracy West

Date:

25 May 2004

Signature:

Printed Name & Occupation:

Yvonne Maree Yanner Accounts Payable Supervisor

Witness:

Melinda Dickson

Date:

26 May 2004

APPENDIX 1:

Redundancy

Period of Continuous Service	Redundancy payment
Less than 1 year	Nil
1 year and up to the completion of 2 years	4 weeks
2 year and up to the completion of 3 years	7 weeks
3 year and up to the completion of 4 years	10 weeks
4 year and up to the completion of 5 years	12 weeks
5 year and up to the completion of 6 years	14 weeks
6 year and up to the completion of 7 years	16 weeks
7 year and up to the completion of 8 years	18 weeks
8 year and up to the completion of 9 years	20 weeks
9 year and up to the completion of 10 years	22 weeks
10 year and up to the completion of 11 years	24 weeks
11 year and up to the completion of 12 years	26 weeks
12 year and up to the completion of 13 years	28 weeks
13 years or more	30 weeks

	NAME	QF ID NO	Street	Suburb	Post Code	Loc.
3	CURZON, ALAN MR	592025	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
5	HOGG, CAROLYN MS	591532	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
44	BOWER, SAMANTHA MS	751908	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
84	YANNER, YVONNE MS	896538	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
94	HAMILTON, CRAIG	128593	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
121	READING, JANINE MS	592619	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
140	ENGLISH, SAMUEL MR	592504	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
158	BOSCOLO, GEORGE MR	592180	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
204	WRIGHT, GRAEME MR	791780	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
207	MCCLOUGHLIN, LYNETTE MS	592156	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
1684	WARD, RICHARD MR	249474	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
1804	DAYMENT, KELLY MS	592910	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
1808	MONTILLA, CAROL MS	591956	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
1852	MCINNES, IAN MR	593330	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
1906	TARN, MICHAEL MR	592994	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
98914	MILLEDGE, JULIW MS	989145	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
1927	TOWNSEND, PETER MR	103937	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
24905	WAZIR, YERVANT MR	249050	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
25127	HOPKINS, NICOLE MS	251275	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
25296	IEMMA, TOBY PETER MR	252962	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
59409	MOSCH, ANITA MS	594093	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
79781	COYLE, TONI MS	797817	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
80116	MOORE, DONNA MRS	801167	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
801269	JONES, SIMON MR	812695	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
81430	BARRY-COTTER, PETER MR	814304	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
82415	COWLEY, ROY MR	824153	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
82456	CHADWICK, SCOTT MR	824569	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
83003	MEREDITH, NATALIE MS	830039	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
84703	RATHGEN, DAVID MR	847034	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
85404	BENNETT, NERIDA MISS	854047	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
94034	GILLESPIE, ANGUS MR	940343	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
95722	LEWIS, AIMEE MS	957225	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
96065	MYLES, DANIEL MR	960658	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
97790	ROACH, KIRSTY MISS	977904	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5
98714	KING, BERICE MS	987143	c/o Administration Office, Qantas Terminal, Keith Smith Avenue	MASCOT	2020	5