

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA 97/54

I.R.C. NO: 97/277

DATE APPROVED/COMMENCEMENT: 25 February 1997 and commences 1 February 1996

TERM: 2 years

**NEW AGREEMENT OR
VARIATION:** Replaces EA 45/95

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 26



TITLE: Eastern Australia Airlines Pty Limited Group 2 Ground Staff Enterprise Agreement 1996

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to Ground Staff, Level One Positions - Accounts payable supervisor, Accounts receivable supervisor, Agents supervisor, Airport manager, Newcastle, Operations controllers, Ramp controller, Statistics supervisor, Yield analysts, Secretary, Training officer. Level Two Positions - Area sales managers, EDP supervisor, Executive secretary, Sales and marketing co-ordinator, Passenger services supervisor, Sydney, Purchasing officer, Sydney, Technical records officer, Sydney. Level Three Positions - Payroll officer, Duty operations controllers, Supply supervisor, Tamworth, Technical records supervisor, Tamworth.

PARTIES: Eastern Australia Airlines Pty Limited & George Boscolo, Susan Brinsmead, Melissa Crowell, Alan Curzon, Melissa Dean, Sally Doueihy, Samuel English, Jodie Hobden, Carolyn Hogg, Edward Holly, Raquel Hudson, Janis Jones, Simon Jones, Berice King, Rodney Lean, Elizabeth Leese, Silvia Loustau, Shalendra Maharaj, Vivian Malesci, Julie McCurdy, Ian McInnes, Lynette McLoughlin, Rhonda Orr, Simon Pike, Janine Reading, Mark Riley, Mary - Anne Scott, Glenn Shergold, Bonnie Toussaint, Angela Tribe, Nicole Weiden, Michele Wem, Vanessa White, Carol Wiesner.

**ENTERPRISE AGREEMENT
EASTERN AUSTRALIA AIRLINES PTY LIMITED**

Attachment A

1. TITLE

This Agreement shall be known as the "Eastern Australia Airlines Pty Limited Group 2 Ground Staff Enterprise Agreement 1996".

2. ARRANGEMENT

This Agreement is arranged as follows:-

1. TITLE
2. ARRANGEMENT
3. PARTIES BOUND
4. DURESS
5. DATE AND PERIOD OF OPERATION
6. INCIDENCE
7. DEFINITIONS
8. PURPOSE AND INTENT
9. TERMS OF ENGAGEMENT
10. TERMINATION OF EMPLOYMENT
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- 15.4 LONG SERVICE LEAVE
- 15.5 PARENTAL LEAVE
- 15.6 JURY SERVICE LEAVE
- 15.7 FAMILY LEAVE
- 16.1 SALARIES AND ALLOWANCES
- 16.2 PAYMENT OF SALARIES, OVERTIME AND ALLOWANCES
- 16.3 SHIFT ALLOWANCES
- 16.4 OVERTIME/TIME OFF IN RESPECT OF OVERTIME WORKED
- 16.5 WORK ON PUBLIC HOLIDAYS
- 16.6 WORK ON A DDO OR RDO
- 16.7 PAID SICK LEAVE
- 16.8 TRAVELLING EXPENSES AND ALLOWANCES
17. PERFORMANCE APPRAISAL
18. SPECIAL CONDITIONS FOR TAMWORTH EMPLOYEES
19. STAFF TRAVEL PRIVILEGES
20. CONFIDENTIALITY OF INFORMATION
21. REDUNDANCY
22. SUPERANNUATION
23. GRIEVANCE PROCEDURES
24. NEGOTIATION OF NEW AGREEMENT
25. ACCEPTANCE



3. PARTIES BOUND

This Agreement shall be binding on :

- (a) Eastern Australia Airlines Pty Limited (ACN 001 599 024) ("the Company")
and
- (b) The Group 2 Ground Staff 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

Accounts Payable Supervisor
Accounts Receivable Supervisor
Agents Supervisor
Airport Manager, Newcastle
Operations Controllers
Ramp Controller
Statistics Supervisor
Yield Analysts
Secretary
Training Officer

Level Two Positions

Area Sales Managers
EDP Supervisor
Executive Secretary
Sales and Marketing Co-Ordinator
Passenger Services Supervisor, Sydney
Purchasing Officer, Sydney
Technical Records Officer, Sydney

Level Three Positions

Payroll Officer
Duty Operations Controllers
Supply Supervisor, Tamworth
Technical Records Supervisor, Tamworth

Or ground staff who are employed in the above trades and occupations on a part-time or casual basis as defined in Clause 11.1 or 11.2 of this Agreement.

4. DURESS

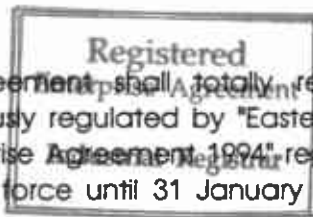
This Agreement was not entered into under duress by any party to it.

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 January 1998. The Agreement will only be varied or terminated in accordance with the provisions of the Industrial Relations Act 1996.~~
- (b) This Agreement will govern the terms and conditions of employment of ground staff as outlined in Clause 3 of this Agreement.

*see
Jobert
25.2.97
attached
to
term*

6. **INCIDENCE**



This Enterprise Agreement shall totally regulate the terms and conditions of employment previously regulated by "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 previously the Clerks (State) Award.

This Agreement shall replace any previous Agreement or 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.

"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.

"One Week"

Means five (5) working days.

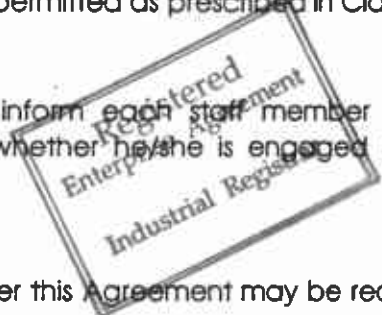
8. PURPOSE AND INTENT

- (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 and the Group 2 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, at least quarterly, 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.



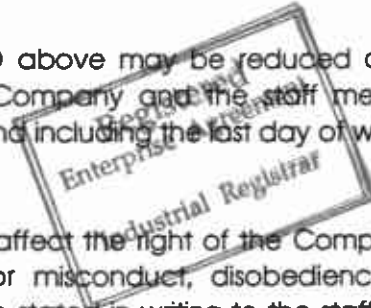
9. TERMS OF ENGAGEMENT

- (a) Staff will usually be employed on a full time basis however casual or part-time employment is also permitted as prescribed in Clause 10 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 or casual 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 four 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 twelve weeks. 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:-

$$\frac{\text{Annual Rate plus 20\%}}{13 \times 152}$$

- (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
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 152 hours in any nominated 28 day cycle but who regularly works at least eight days or 38 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(e) 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 152 hours in each nominated 28 day cycle.

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 added to Annual Leave entitlements.

as may be mutually agreed from time to time.

12.3 HOURS

The ordinary hours of work shall not exceed 152 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 per day.
(ii) Where work occurs on 20 days in a nominated 28 day cycle ordinary hours of work will be 7 hours 36 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 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.

Industrial Registrar

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 nor 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 (i) and (ii) 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.

Registered
Enterprise Agreement

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) **One week paid sick leave in the first year of service, and**

(ii) **Eight days paid sick leave in the second and subsequent years of service.**

(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.

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 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:-
- Proof of attendance for Jury Service.
 - A statement of the duration of attendance.
 - 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 the Certification Date 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) One week's sick leave per year being available for purpose of the employee's own ill-health and which cannot, under any circumstances, be used for family leave purposes.
 - b) the employee being responsible for the care of the person concerned; and
 - c) the person concerned being either:

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, effective from 1st February 1996, be in accordance with the following scales:

Salary - Level One Positions

1.1 \$31,200



1.3 \$33,280

Salary - Level Two Positions

2.1 \$33,800

2.3 \$36,400

Salary - Level Three Positions

3.1 \$37,440

3.2 \$39,000

3.3 \$40,560

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 levels shall be increased by four percent (4%) effective from 1st February 1997.

16.2 PAYMENT OF SALARIES, OVERTIME AND ALLOWANCES

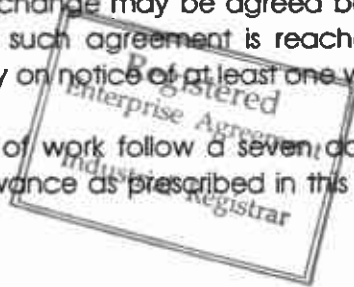
- (a) Salaries for staff will be paid fortnightly by Electronic Funds Transfer into the staff members nominated Bank, Building Society or Credit Union account.
- (b) Time Sheets, properly authorised by an immediate Manager, will be submitted at the end of each 28 day cycle. Payment for overtime and variations to average shift will be made on the next pay day.

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%
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 152 hours in any nominated 28 day period, but excluding any time worked in excess of (10) hours on any one day for which overtime would otherwise accrue
- or
- Time worked in excess of ten hours on any one day
- 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 both day and shift workers for time worked between 152 hours and 160 hours, one (1) hour's pay for each hour of overtime worked.
 - ii. For day workers 1.75 hours pay for each hour of overtime worked in excess of 160 hours.
 - iii. For shift workers 2.00 hours pay for each hour of overtime worked in excess of 160 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 both day and shift workers for time worked between 152 hours and 160 hours, one (1) hour's pay for each hour of overtime worked.
 - ii. For day workers 1.75 hours pay for each hour of overtime worked in excess of 160 hours.
 - iii. For shift workers 2.00 hours pay for each hour of overtime worked in excess of 160 hours.
- (e) A combination of time off or payment for overtime worked in accordance with subclauses (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 receive 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 152 hours.

(h) **Meal Allowance**

- i. Shift Workers - A meal allowance of \$7.50 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 \$7.50 shall be paid to day workers who work past 1800 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 employees 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.
- (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 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) 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 .45 cents for each kilometre travelled during such use.

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.

This scheme will be introduced by 31 October 1996.

- (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 six 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 is 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 1345 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 \$17.42 per week.

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 and 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.
- (b) 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.
- (b) The Company undertakes to discuss with the Representative Committee any redundancies which may occur during the term of this Agreement.
- (c) 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. 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.
 - 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.

24. 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.

25. ACCEPTANCE

Signed for and on behalf of **Eastern Australia Airlines Pty Limited**

Signature:

Printed Name & Occupation:



NEIL SHEA GENERAL MANAGER

Registered Enterprise Agreement Industrial Registrar

Signature:


Printed Name & Occupation:



PAUL H. GLASER COMMERCIAL MANAGER

Witness:

Date:



14/1/97

Signed by **Employees in Group 2**

SEE ATTACHED LIST.

Name and Address of Employees who are party to Eastern Australia Airlines Pty Limited Group 2 Ground Staff Enterprise Agreement 1996

Mr	Peter	BARRY-COTTER <i>P. Barry-Cotter</i>	37 Blighs Road CROMER HEIGHTS	2099
Mr	George	BOSCOLO	37 Essington Way ANNA BAY	2316
Ms	Susan	BRINSMEAD <i>B. Brinsmead</i>	1/176 Anzac Parade KENSINGTON	2033
Ms	Melissa	CROWELL	PO Box 2026 TAMWORTH	2340
Mr	Alan	CURZON <i>Alan Curzon</i>	4 Wongala Street TAMWORTH	2340
Mrs	Melissa	DEAN <i>M. Dean</i>	292 President Avenue GYMEA	2227
Mrs	Sally	DOUEIHI	33A Binnalong Road PENDLE HILL	2145
Mr	Samuel	ENGLISH <i>Samuel English</i>	15 Morna Place KAREELA	2232
Miss	Jodie	HOBDEN <i>Jodie Hobden</i>	74 Marius Street TAMWORTH	2340
Miss	Carolyn	HOGG <i>Carolyn Hogg</i>	16 The Terrace TAMWORTH	2340
Mr	Edward	HOLLY <i>E. Holly</i>	11 Cabarita Place CARINGBAH	2229
Mrs	Janis	JONES <i>Janis Jones</i>	Lot 65 Dunoon Road MOORE CREEK	2340
Mr	Simon	JONES <i>Simon Jones</i>	10/15 Parramatta Road CRONULLA	2230
Miss	Berice	KING <i>B. King</i>	26E/216 Box Road MIRANDA	2228
Mr	Rodney	LEAN <i>R. Lean</i>	10 Osprey Place CLAREMONT MEADOWS	2747
Mrs	Elizabeth	LEESE <i>E. Leese</i>	33 Roderick Street TAMWORTH	2340
Miss	Silvia	LOUSTAU <i>Silvia Loustau</i>	65A Raglan Street WATERLOO	2017
Mr	Shalendra	MAHARAJ <i>Shalendra Maharaj</i>	11 Janali Avenue BONNYRIGG	2177
Miss	Vivian	MALESCI <i>Vivian Malesci</i>	67 Oliver Street BEXLEY NORTH	2207
Ms	Julie	McCURDY <i>Julie McCurdy</i>	PO Box 376 THE JUNCTION	2291
Mr	Ian	McINNES <i>I. McInnes</i>	37 Ridge Street TAMWORTH	2340
Miss	Lynette	McLOUGHLIN <i>Lynette McLoughlin</i>	13/3-5 Curtis Street CARINGBAH	2229
Miss	Rhonda	ORR <i>Rhonda Orr</i>	109 Goonoo Goonoo Road TAMWORTH	2340



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Mr	Simon	PIKE	<i>Simon Pike</i>	1 Keats Place <u>HEATHCOTE</u>	2233
Miss	Janine	READING	<i>Janine Reading</i>	1/78 Elouena Road <u>CRONULLA</u>	2230
Mr	Mark	RILEY	<i>Mark Riley</i>	"Avonlea" Mulla Creek Road <u>KOOTINGAL</u>	2352
Ms	Mary-Anne	SCOTT	<i>Mary-Anne Scott</i>	5/26 New South Head Road <u>RUSHCUTTERS BAY</u>	2011
Mr	Glenn	SHERGOLD	<i>Glenn Shergold</i>	3 Orion Street <u>ENGADINE</u>	2233
Miss	Bonnie	TOUSSAINT	<i>Bonnie Toussaint</i>	17 Thompson Street <u>BUNDEENA</u>	2216
Miss	Nicole	WEIDEN	<i>Nicole Weiden</i>	2/354 Bay Street <u>BRIGHTON LE SANDS</u>	2216
Mrs	Michele	WEM	<i>Michele Wem</i>	33 Portman Street <u>ZETLAND</u>	2017
Mrs	Vanessa	WHITE	<i>Vanessa White</i>	31 Buchanan Avenue <u>BONNET BAY</u>	2226
Miss	Carol	WIESNER	<i>Carol Wiesner</i>	261A Darley Road <u>RANDWICK</u>	2031

