



29 April 2011

Dear Colleague,

**Secret Vote on the Australian Services Union (Qantas Airways Limited)  
Agreement 9**

We attach a copy of the proposed new Agreement (ASU EBA 9) for you to consider. Please keep this letter for further reference as it contains important information about the employee vote to approve the Agreement.

This document has been agreed between Qantas and the ASU, and will be required to be approved by employees covered by the Agreement. This will occur by way of an electronic ballot of employees to be conducted by Elections Australia Pty Ltd. Further details are outlined below. Once endorsed by a majority vote of employees, the Agreement will be required to be approved by Fair Work Australia (FWA). The Agreement becomes operative seven days after approval by FWA.

This Agreement is proposed for employees of Qantas Airways Limited, QCatering Limited, QH Tours Limited and Qantas Information Technology Limited who are employed in classifications covered by the Agreement.

We have attached a table that outlines new provisions agreed for EBA 9. For your information, we also attach letters outlining arrangements that will apply for the nominal term of this Agreement. These letters **do not** form part of the Agreement

The Fair Work Act (*the Act*) requires that employees to be covered by the Agreement have access to a copy of the Agreement for seven (7) days prior to the employee vote to approve the Agreement.

At the conclusion of the 7-day period you will be asked to vote on the Agreement. A secret ballot will be conducted by an external company, Elections Australia Pty Ltd. The ballot will be conducted electronically and will open at 9.00 a.m. (Eastern Standard Time) on Wednesday 11 May 2011 and close at midnight (Eastern Standard Time) on Tuesday 17 May 2011.

To vote, please log on to [www.myvote.com.au/asueba9](http://www.myvote.com.au/asueba9) from 9.00 a.m. (Eastern Standard Time) Wednesday 11 May 2011 to midnight (Eastern Standard Time) on Tuesday 17 May 2011 and follow the instructions. You will be required to input your personal information, which will be used to verify your eligibility to vote. Your vote remains secret, and the votes will be counted by Elections Australia and the outcome will be declared by a majority of the votes cast. If you have difficulties logging onto the website, please contact the Industrial Relations Administrator on 02 9691 2009, or internally on extension 22009.

Additional information can be obtained from your Manager or the People Manager in your area. Questions can be emailed to [ebaexchange@qantas.com.au](mailto:ebaexchange@qantas.com.au) and to [airlines@asu.asn.au](mailto:airlines@asu.asn.au). Information is also available from the People page on the Qantas Intranet.

I encourage you to register your vote. All staff who will be covered by the Agreement should participate in the ballot, whether union members or not.

Yours sincerely

**Sue Bussell**

**EXECUTIVE MANAGER INDUSTRIAL RELATIONS**

**TABLE 1: NEW PROVISIONS AGREED FOR EBA 9**

<b>CLAUSE</b>	<b>BRIEF DESCRIPTION (for full detail please refer to the relevant clause in EBA 9)</b>
3 Duration	<p>Clause 3.1 is amended to meet the requirements of the Fair Work Act (<i>the Act</i>). EBA 9 will come into operation seven days after approval by Fair Work Australia and will operate until 30 June 2013. The pay increase provided for in the Agreement will be backdated to 1 July 2010 for employees employed at the time the new Agreement becomes operative.</p> <p>Clause 3.2 was contained in a side letter as it was removed from EBA 8 by Workchoices and now included in EBA 9</p>
4. Parties Bound and 5 Relationship to Other Instruments	<p>Clause 4.1 is redrafted to meet the requirements of the Act. Qantas Holidays Limited is removed, as employees will be covered by a separate Agreement with the ASU.</p> <p>Clause 5.2 provides that the National Employment Standards (NES) will apply if the Agreement is detrimental in any respect when compared with the NES.</p>
7. Anti Discrimination	Clause 7 is redrafted to meet the requirements of the Act.
8. Definitions	Clause 8 is updated for the Fair Work Act
9. Special Conditions	Clause 9 is redrafted to meet the requirements of the Act and clarifies the operation of 8 hours shifts to part time employees
10. Index of Facilitative Provisions	New Preamble to clarify operation of clause to meet the requirements of the Act
10A Individual Flexibility Agreement	New Clause to meet the requirements of the Act
14 Workplace Relations	Provisions removed by Workchoices and contained in side letters in EBA 8 now included in EBA 9
15 Disputes Procedure	Clause updated to meet the requirements of the Act. Reference to XPT case removed.
18 Part Time Employment	<p>Clause updated for EBA 9.</p> <p>Clause 18.5 Amended to clarify application of 1410 ordinary hours</p> <p>Reference to Level 7 ceiling for part time employment removed.</p>
21 Fixed Term Employment	Provisions removed by Workchoices and contained in side letters in EBA 8 now included in EBA 9
22 Casual Employment	Provisions removed by Workchoices and contained in side letters in EBA 8 now included in EBA 9
24 Classifications and Rates of Pay	<p>Outlines operative dates for 3% base increases over the nominal term of the Agreement.</p> <p>Clause 24.3 outlines how the additional increment applies to Airline Officers Levels 1 - 9 at the top of their Level, and how additional pay point applies to QFIT 1 – 10 employees. This additional increment or pay point applies only once to eligible employees. However, the 3% base increase applies to the Airline Officer Level 1 - 9 or QFIT rates as outlined in the wages schedules. The Senior Professional maximum range is increased by an additional 1.5% (4.5% total) 1<sup>st</sup> pay period on or after 1 July 2011, and 3% on 1<sup>st</sup> pay period on or after 1 July 2010 and 2012 respectively.</p>

<b>CLAUSE</b>	<b>BRIEF DESCRIPTION (for full detail please refer to the relevant clause in EBA 9)</b>
25 Higher Duties	Clause 25.3 amended to provide clarification
26 Allowances	26.3 Tropical District Allowance Updated
28 Duty Travel Meal Allowances	Clause updated for tax references
31 Load Control Allowance	Clause 31.2 provides for Load Control Allowance calculated each year
33 Payment of Wages	New Overpayments and underpayments clauses
41 Hours of Work	41.1.3 amended for clarification 41.5.2 amended for clarification of hours of work 41.8.1 (a) amended for clarification of operation of early morning shifts 41.8.2 (a) amended for clarification of operation of early morning shifts 41.10.1 Footnote for clarification 41.10.2 Footnote for clarification
43 Breaks	43.3 amended for clarification of meal breaks
47 Annual Leave	47.1 amended to meet the requirements of the Act 47.8 New clause to provide for the ability for an employee to purchase Annual leave
48 Personal Leave	48.1.2 redrafted to meet the requirements of the Act. 48.9 re numbered and redrafted for clarification and to meet requirements of the Act
50 Parental Leave	Preamble for clarification in relation to the operation of the NES 50.4 Twelve weeks paid maternity leave included in Agreement
51 Community Service Leave	Clause amended for Community Service Leave, consistent with the NES
53 Public Holidays	53.6 amended to clarify operation of clause in relation to days in lieu
85 QFIT Pay increases	Provides for operative dates for pay increases for QFIT employees
86 Attendance at Training Courses	86.1 Amended to provide for part time employees attending full time training courses
Schedule 2 QFIT Classifications	Schedule updated
Schedule 3 Protected Award Conditions	Deleted – not relevant under Fair Work Act Wages and Allowance Schedules renumbered to Schedule 3 and 4 respectively
Wages (now Schedule 3)	New Wages schedules included with explanatory notes
Allowances (now Schedule 4)	Work Related Allowances increased by 3% per annum Expense related allowances increased by relevant CPI

# Australian Services Union (Qantas Airways Limited) Agreement 9

## PART 1 – APPLICATION AND OPERATION OF AGREEMENT

### 1. TITLE

The title of this Agreement is the Australian Services Union (Qantas Airways Limited) Agreement 9.

This Agreement will be referred to as EBA 9.

### 2. ARRANGEMENT

This Agreement is arranged as follows:

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### 3. DURATION

3.1 This Agreement will operate from seven days from the date of approval by Fair Work Australia and will remain in force until 30 June 2013.

### 3.2 Renegotiation of Agreement

The parties agree to commence negotiations on a new Enterprise Agreement three months prior to 30 June 2013.

### 4. PARTIES BOUND

4.1. This Agreement will be binding on:

- Qantas Airways Limited, Q Catering Limited, Q.H. Tours Limited and Qantas Information Technology Limited (QFIT);
- All employees who are employed in Airline Officer classifications as outlined in Schedule 1 or in QFIT classifications at levels 1 to 10 as outlined in Schedule 2; and
- The Australian Services Union (ASU) subject to the ASU making application under section 183 of the Fair Work Act.

4.2. Each clause applies to all employees covered by this Agreement unless indicated otherwise in either the clause or the heading for the clause. Where a clause in this Agreement:

4.2.1. only applies to employees covered by Airline Officer classifications in Schedule 1 under this Agreement, this is indicated in the heading for or at the commencement of the clause as follows: ***Airline Officers only.***

4.2.2. only applies to employees covered by Qantas Information Technology Limited classifications in Schedules 2 and/or 3.3 under this Agreement, this is indicated in the heading for or at the commencement of the clause as follows: ***QFIT only.***

4.2.3. only applies to staff classified at Airline Officer Senior Professional Level 1 or 2 classifications in Schedule 1 under this Agreement, this is indicated in the heading for or at the commencement of the clause as follows: ***SP staff only.***

### 5. RELATIONSHIP TO OTHER INSTRUMENTS

5.1. This Agreement supersedes and replaces the Australian Services Union (Qantas Airways Limited) Agreement 8.

### 5.2 Application of National Employment Standards

The terms of this Agreement apply in a manner that does not exclude the National Employment Standards (NES). That is, no provision of the NES is displaced by this Agreement but the NES provisions may be supplemented by the terms of this Agreement. Accordingly, the NES will continue to apply to



the extent that any term of this Agreement is detrimental in any respect when compared with the NES.

## 6. NO EXTRA CLAIMS

- 6.1. This is a comprehensive agreement in settlement of all enterprise bargaining claims and it is a term of this Agreement that extra claims will not be pursued.

## 7. ANTI-DISCRIMINATION

- 7.1. It is the intention of the parties to this Agreement to respect and value the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 7.2. Accordingly, in fulfilling their obligations under the dispute settling procedures the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 7.3. Nothing in this clause is taken to affect:
- 7.3.1. any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
  - 7.3.2. junior rates of pay unless otherwise determined under the Fair Work Act;
  - 7.3.3. an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

## 8. DEFINITIONS

- 8.1. **The Act:** the *The Fair Work Act 2009*(Cth), as amended from time to time.
- 8.2. **Airport:** an area of land intended for use either wholly or in part for the arrival, departure, movement, shelter, supply or repair of aircraft and includes any facilities for the receipt and discharge of passengers and cargo.
- 8.3. **FWA:**Fair Work Australia or its successor.
- 8.4. **The Company:** Qantas Airways Limited, Q.H. Tours Limited, Qantas Superannuation Limited, Q Catering Limited, and Qantas Information Technology.
- 8.5. **Session/Duty:** a simulator session of a period of duty as assigned by the Company.
- 8.6. **Simulator Pattern:** the overall roster pattern worked by flight simulator instructors. The pattern is based on 56 day bid period designated by the Company in respect to technical aircrew (pilots and/or flight engineers)

employed under the terms of Qantas Airways Limited Technical Aircrew (Long Haul) Award 1999 (or replacement).

8.7. **System of Work:** work as a day worker or as a shift worker on any combination of day, afternoon, night or early morning shifts.

8.8. **The Union:** the Australian Municipal, Administrative, Clerical and Services Union, trading as the Australian Services Union

8.9. **Permanent Employee:** an employee on a full-time or part-time basis, (other than a casual or fixed-term employee) and is subject to the notice provisions in clause 23 Termination of Employment and the provisions in clause 17.3, Types of Employment.

#### 8.10. **QFIT Specific Definitions**

**8.10.1 Rostered shift:** a shift of which the employee has had at least 48 hours notice.

**8.10.2 Seven-day shift work:** work carried out throughout six or more consecutive days but not carried out throughout the 24 hours of those six or more consecutive days.

**8.10.3 Continuous work:** work carried on with consecutive shifts of staff throughout the 24 hours of each of the last six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company.

## **PART 2 – ENTERPRISE FLEXIBILITY**

### **9. SPECIAL CONDITIONS (VARIATIONS TO HOURS AND TEMPORARY OVERSEAS POSTINGS)**

9.1. Clauses 41 - Hours of Work, 44 - Overtime and 45 - Sunday Work do not apply to employees who are temporarily engaged away from their home base. ***(Airline officers only)***.

9.2. Conditions for employees based overseas must be governed by a written agreement prior to the employee departing Australia to take up his or her position overseas. ***(Airline Officers Only)***

9.3. By agreement between the Company and the majority of employees affected and where the affected employees are members of the ASU, the ASU, shift lengths of 8 (for part time employees), 9 & 1/2, 10 and 12 hours duration may be worked.

9.4. The working of a roster including 12 hour shifts is subject to the agreement being reached on the following:

- (i) Proper health monitoring being produced;
- (ii) Suitable roster arrangements being made;
- (iii) Proper supervision being provided;
- (iv) Adequate breaks being provided;
- (v) An adequate trial or review process being implemented through the consultative process; and

- (vi) Proper arrangements in relation to shift penalties, sick leave, workers compensation, long service leave and overtime being agreed.

9.5 Any disputes that arise from this clause must be resolved by resort to the Dispute Settlement procedure contained in this Agreement.

9.6 Any agreement made under any part of clause 9 of this Agreement does not limit an employee's right to make an Individual Flexibility Agreement (**IFA**) with the Company under clause 10A of this Agreement. Any agreement made under clause 9 of this Agreement applies subject to any IFA.

**10. INDEX OF FACILITATIVE PROVISIONS**

Any agreement made under a facilitative provision in this Agreement does not limit an employee's right to make an IFA with the Company under clause 10A. Any agreement made under a facilitative provision applies subject to any IFA.

**10.1 Index of Facilitative Provisions - Airline Officers only**

10.1.1. This agreement contains facilitative provisions that allow agreement between the employer and employees on how specific agreement provisions are to apply at the workplace or enterprise level. The facilitative provisions are identified in 10.1.3 of this agreement.

10.1.2. The specific agreement provisions establish both the standard agreement conditions and framework within which agreement can be reached as to how the particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid agreement obligations nor should they result in unfairness to an employee or employees covered by the agreement.

10.1.3. Facilitative provisions in this agreement are contained in the following clauses:

<b>Clause number</b>	<b>Subject matter</b>
9	Special Conditions – Variations to Hours and Temporary Overseas postings
41.1.3	Alternative methods of arranging ordinary hours
41.2	Alternative methods of arranging rostered days off
41.4.3	Altering spread of hours
41.5.1	Shifts per day and week
41.9.1 (c)	Varying shiftwork roster
44.7.1	Meal breaks on overtime
44.9.1	Time in lieu of overtime
45.1.2(b)	Time in lieu of Sunday work
46	Make up time
53.4	Substitution of Public Holidays
53.5.2(b)	Time in Lieu of Public Holidays
53.6	Days in lieu and Public Holidays

**10.2. Index of Facilitative Provisions - QFIT**

10.2.1. A facilitative provision is one, which provides that the standard approach in an agreement provision may be departed from by

agreement between an individual employer and the union/or an employee or the majority of employees, in the enterprise or workplace concerned.

- 10.2.2. Facilitative provisions in this agreement are contained in the following clauses:

<b>Clause number</b>	<b>Clause title</b>
9	Special Conditions – Variations to hours and Temporary Overseas postings
41.3.4	Methods of arranging hours of work
41.3.5	Methods of arranging hours of work
41.4.3	Altering the spread of hours
41.6.2(b)	Ten hour shifts
44.1.2(b)	Time in lieu of overtime
44.4.3	Time in lieu of overtime
44.5.2 (c)	Call in - time in lieu
44.9.2 (a)	Time in lieu of overtime
45.2.2	Time in lieu of Sunday work
46	Make up time
53.4	Substitution of Public Holidays
53.5.2(b)	Time in lieu of Public Holidays
53.6	Days in Lieu and Public Holidays

## **10A – INDIVIDUAL FLEXIBILITY AGREEMENT**

- 10A.1. The Employer will allow each employee to take up to 5 days annual leave in single day absences.
- 10A.2. Clause 47 (Annual Leave) may be varied if an employee makes a request to the Employer that up to 10 days annual leave may be taken in single day absences. The Employer may agree to the request, provided the employee and the Employer genuinely agree to the arrangement, and the employee is better off overall.
- 10A.3. If agreement is reached the terms of the agreement will be outlined in an individual flexibility arrangement. The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms;
- and

- (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- 10A.4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10A.5. The employer or employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing — at any time.
- 10A.6. The Employer is responsible for ensuring that all of the requirements of Clause 10A are met.
- 10A.7. The Employer must provide copies of all flexibility arrangements made under this clause to the employee's representative, upon request.

## **PART 3 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **11. CONSULTATION MECHANISM**

#### **11.1 Consultative Mechanism and Procedures**

The Company, employees and an appropriate representative (which may include the Union) may establish appropriate mechanisms and procedures for each enterprise which enables them to communicate and consult about matters arising out of this agreement which they agree would assist in achieving and maintaining co-operative workplace relations and mutually beneficial work practices.

In the case of QFIT, a consultative group shall exist and will meet at least quarterly.

### **12. INTRODUCTION OF CHANGE – AIRLINE OFFICERS ONLY**

- 12.1. Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes and the ASU.
- 12.2. "Significant effects" include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

- 12.3. The Company shall discuss with the employees affected and the ASU, inter alia, the introduction of the changes referred to in Clause 12.1 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the ASU in relation to the changes.
- 12.4. The notification in 12.1 and discussions in 12.3 shall occur and commence as early as practicable after a firm decision has been made by the Company to make the changes referred to in Clause 12.1 hereof.
- 12.5. For the purposes of such discussion, the Company shall provide to the employees concerned and where discussions are occurring with the ASU, the ASU, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees, before the change is implemented. The Company shall not be required to disclose confidential information, the disclosure of which would be contrary to the Company's interests.

### **13. CONSULTATION ON OCCUPATIONAL HEALTH AND SAFETY**

Qantas will meet a national ASU delegation every six months to review OH&S issues, with further state level meetings to address any state specific issues.

### **14. WORKPLACE RELATIONS**

#### **14.1. Fair Treatment and non discrimination**

Qantas accepts that workplace representatives and delegates have a right to be treated fairly and recognises that workplace representatives or delegates must be permitted to perform their role without any discrimination in their employment.

#### **14.2. Formal Recognition and Rights**

14.2.1. After the relevant Qantas manager is notified by the relevant officer of the union, an employee appointed as a workplace representative or union delegate in the department in which he/she is employed, will be recognised as an accredited workplace representative or union delegate.

14.2.2. Qantas acknowledges that employees appointed as workplace representatives or delegates represent and speak on behalf of union members in the workplace and have the right to engage in negotiations with the employer on behalf of members.

14.2.3. Workplace representatives or delegates will be allowed reasonable time to:

- (a) Consult with employees they represent and with officials of the delegates' union.

- (b) Interview Company representatives on matters affecting employees they represent.
- (c) Keep the employees they represent briefed and informed about issues arising from the Agreement and other industrial matters, including but not limited to the distribution of authorised union materials.
- (d) Represent the interests of members before individual tribunals.

14.2.4. Workplace representatives or union delegates who are approved by the relevant Manager or Supervisor to attend conferences between the unions and management, including attendance at the FWA, shall be paid for the time spent at such conference up to eight (8) hours on any one day if they would have otherwise lost pay for the said time.

14.2.5. Workplace representatives or union delegates required to attend meetings of the Executive of the Union shall be granted reasonable unpaid leave of absence. Where such leave is required, the union shall advise the Company in advance in writing the name (s) of the employee(s) and the duration of the absences.

14.2.6. Consent for unpaid leave for the attendance of delegates at significant union forums (eg. National Airlines Division Council) will not be unreasonably withheld by Qantas.

Provided that in lieu of unpaid leave an employee may use days in lieu, rostered days off or annual leave.

14.2.7. Subject to operational requirements and the approval by the relevant Head of People, Qantas will give delegates reasonable unpaid leave in order to work with the union.

14.2.8. Following discussions with their manager, delegates will be provided reasonable access to communication facilities (eg. telephone) to support their role in representing employees including conducting activities articulated in this clause 14.

14.2.9. Subject to negotiation with and approval by local management Qantas will permit paid meetings of delegates.

14.2.10 The Company will permit a notice board to be erected in each workplace to facilitate communication between employees and/or their Union representative.

**14.2.11 Trade Union Training**

A workplace representative or union delegate selected or nominated in writing by the union for attendance at a course of training for representatives run by the union or under the sponsorship of the ACTU or a recognised educational establishment, shall be released on leave with pay according to the following scale.

<b>Number of Employees in Workplace</b>	<b>Total Days Training Available for the Workplace</b>
0 - 50	5
50 - 100	6
100 - 200	8
200 - 300	12
300 - 400	16
400 - 500	20
500 +	22

These days are the minimum available per workplace. The number of days available may, subject to operational requirements, be increased by negotiation with local management.

The total days available for a workplace is calculated each calendar year.

Workplaces are significant sites distinguished by function and location, such as SIT, SDT, Melbourne Airport and Melbourne Telesales etc.

#### **14.2.12 Leave for Consultation Meetings**

The Company must allow employees to attend workplace meetings to discuss industrial matters without loss of ordinary pay provided the following conditions are observed:

- i. At least 48 hours notice of the meeting is given to the Company; and
- ii. The period of the meeting is no greater than one (1) hour; and
- iii. Minimum staffing levels are agreed between the supervisor and the union delegate(s) having regard to the operational requirements of the day; and
- iv. No bans and limitations are imposed as a result of the meeting.

### **15. DISPUTE SETTLEMENT PROCEDURE**

15.1. In the event of a dispute arising in the workplace about matters arising under this agreement or in relation to the National Employment Standards the procedure to resolve the matter will be as follows:

- 15.1.1. The employee and the employee's supervisor meeting and conferring on the matter.
- 15.1.2. If the matter is not resolved at this meeting, the parties must arrange for further discussions between the employee and more senior levels of management.



- 15.1.3. If the matter cannot be resolved it may be referred by either party to the FWA for resolution. This does not affect the right of either party to a dispute to take other action to resolve the dispute.
- 15.2. An employee may choose to have an employee representative of their choice, including a Union representative, to represent and support them at any stage of the dispute resolution procedure. Any representative nominated by the employee pursuant to this dispute resolution procedure will be allowed, at a place designated by the Company, the necessary time during working hours to support the employee.
- 15.3. While the parties attempt to resolve a dispute employees must continue to work as normal in accordance with this agreement and their contracts of employment unless an employee has a reasonable concern about imminent risk to safety or health. In this case, an employee must not unreasonably fail to comply with a direction of the Company to perform other available work, whether at the same or another workplace that was safe and appropriate for the employee to perform.
- 15.4. If a dispute is referred to the FWA for resolution, the FWA can take any or all of the following actions as it considers appropriate to resolve the dispute:
- convene conciliation conferences of the parties or their representatives at which the FWA is present;
  - require the parties or their representatives to confer among themselves at conferences at which the FWA is not present;
  - request, but not compel, a person to attend proceedings;
  - request, but not compel, a person to produce documents;
  - where either party requests, conciliate or make recommendations about particular aspects of a matter about which they are unable to reach agreement;
  - where the matter, or matters, in dispute cannot be resolved (including by conciliation) and one party or both request, arbitrate or otherwise determine the matter, or matters, in dispute.
- 15.5. The FWA must follow due process and allow each party a fair and adequate opportunity to present their case.
- 15.6. Any determination by the FWA under paragraph 15.4 must be in writing if either party so requests, and must give reasons for the determination.
- 15.7. Any determination made by the FWA under paragraph 15.4 must be consistent with applicable law and must not require a party to act in contravention of an applicable industrial instrument or law. Where relevant, and circumstances warrant, the FWA can consider previous decisions of the FWA.
- 15.8. The FWA must not issue interim orders, 'status quo' orders or interim determinations.

15.9. The parties are entitled to be represented eg: by legal representatives and/or the union in proceedings pursuant to this dispute resolution procedure.

15.11 For the purposes of this clause, a party means the company, or an employee or a number of employees covered by this Agreement who are involved in a dispute about matters arising under this Agreement.

## **PART 4 – EMPLOYER AND EMPLOYEE DUTIES, TYPES OF EMPLOYMENT AND RELATED ARRANGEMENTS**

### **16. EMPLOYER AND EMPLOYEE DUTIES**

16.1. In order to meet the needs of the industry, an employee may be required to work as a day worker or as a shift worker on any combination of day, afternoon or early morning shifts (whether on continuous work or not) at the rates applicable thereto and may be required to transfer from one of those systems of work to another.

16.2. Employees must perform duties in lower grades of this agreement if and when required without any reduction in salary. ***Airline officers only***

### **17. TYPES OF EMPLOYMENT**

17.1 Employees under this agreement will be employed on either a permanent, fixed term basis as either a full time or part time employee.

17.1.1. Provided that employees may also be employed on a casual basis. ***(Airline Officers only)***.

17.2 At the time of their engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be permanent, fixed term, or casual, and part time or full time.

17.3 An employee who is not employed as a casual employee will be deemed to be employed by the month. ***Airline Officers only***

17.4 An employee not engaged as a part-time or fixed term employee will be deemed to be engaged on a full-time basis. ***QFIT only***

### **17.5 Probationary Employment – Airline Officers Only**

17.5.1 Existing employees may be appointed to a new position on a probationary basis for a period of up to three months. This period may be extended, if necessary, and in this case the probationary period shall not exceed six months.

17.5.2 New employees may be appointed to a position on a probationary basis for a period of up to six months. This period may be extended, if necessary, in which case the probationary period shall not exceed twelve months.

17.5.3 At the end of the probationary period, the employee must be given notice of confirmation of appointment or, if the appointment is not confirmed, the reasons must be given to the employee.

## **17.6 Probationary employment - QFIT Only**

- 17.6.1 New employees and existing employees may be appointed or promoted to a position on a probationary basis for a period of up to three months. This period may be extended, if necessary, for up to a further three-month period.
- 17.6.2 At the end of the probationary period, the employee must be given notice of confirmation of appointment or, if the appointment is not confirmed, the reasons must be given to the employee.

## **18. PART-TIME EMPLOYMENT – AIRLINE OFFICERS ONLY**

### **18.1 Ordinary Hours of Work**

- 18.1.1. Part-time employees shall be engaged for a minimum of 20 hours per week with a minimum daily engagement of not less than 4 hours. Maximum ordinary hours to be worked by a part-time employee will be either:
  - (a) 30 hours per week averaged over 12 months with the proviso that no more than 76 ordinary hours may be worked in any fortnight; or
  - (b) 30 ordinary hours per week;
- 18.1.2 Despite anything else in this agreement:
  - (a) by agreement between the employer and the employee, and the ASU, an employee may be engaged to work less than 20 hours per week,
  - (b) a part-time employee will not be rostered to work in excess of 30 hours per week except by agreement between the parties, and
  - (c) Shift workers shall not work more than six (6) shifts in any seven days except by agreement between the Company and the ASU, provided that the ASU shall not unreasonably withhold its agreement.
- 18.1.3 The ASU must not refuse to make an agreement under 18.1.2 (a), (b) and (c) above for any reason, or for reasons that include any reason, which would contravene the freedom of association provisions of Section 346 (a) of the Fair Work Act as amended from time to time.

### **18.2 Part Time Agreements**

- 18.2.1 Subject to the terms of this Agreement, before commencing a part-time role the Company and an employee must make a part time agreement about how the employee's part time hours will be worked.
- 18.2.2 Only two types of part time agreement may be made under sub clause 18.2.1:

- (a) A variable part time agreement; or
  - (b) A fixed part time agreement.
- 18.2.3 The Company has the right to determine which form of part time agreement, variable or fixed, will be available. The exercising of this Company right under this clause will not constitute a dispute over the application of this EBA 9.
- 18.2.4 A variable part time agreement is an agreement under which:
- (a) The employee works part time hours;
  - (b) The employee's part time hours are variable;
  - (c) In the case of a shift worker, the employee's shift roster may be varied in accordance with sub – clauses 16.1, 41.9, or clause 42;
  - (d) In the case of a day worker, the hours of work may be altered in accordance with sub clauses 41.1 and 41.4.
- 18.2.5 A fixed part time agreement is an agreement under which at least:
- (a) the number of ordinary hours to be worked per week or roster cycle; or
  - (b) the days on which the hours are worked;
- are fixed. In addition, a fixed part time agreement may also fix the starting and finishing times.
- 18.2.6 Items fixed under clause 18.2.5 may only be varied in writing and with the consent of both the Company and the employee.
- 18.2.7 The part time agreement will operate for either an indefinite or a fixed term or can be terminated at any time by agreement between the Company and the employee, or by the termination of employment or redundancy. A part-time agreement will be for an indefinite term unless a fixed term is included as part of the part time agreement.
- 18.2.8 A failure to make a part time agreement under this clause does not constitute a breach of this EBA 9. A part time employee who is not party to a written fixed part time agreement is deemed to be employed under a variable part time agreement.
- 18.2.9 A part time agreement entered into under sub–clause 18.2.1 and any variation thereto, may be enforced as a term of this EBA 9.

### **18.3 Prior Arrangements**

- 18.3.1 If an employee is party to a signed written agreement with the employer in relation to a part-time role which was in place prior to the commencement of this Agreement, the written agreement continues to apply and may be varied by agreement, as if a fixed part time agreement has been made in accordance with this EBA9.
- 18.3.2 If there is no signed written agreement with the employer in relation to a part-time role which was in place prior to the commencement of

this EBA 9, but an employee believes he or she is a party to a part-time “arrangement” with the employer which was in place prior to the commencement of this EBA 9, and the Company seeks to change the “arrangement”, either: The Company and the employee may make a part time agreement as provided for at subclause 18.2; or If an agreement is not made and the change is disputed by the employee, the following process will be followed:

- (a) the employee will raise the issue with his or her local People Advisor in writing;
- (b) while the issue is being determined by the employer, the employer will not implement any change which will affect the “arrangement”;
- (c) the employer will determine whether the “arrangement” will be converted into a fixed part time agreement in accordance with this EBA 9;
- (d) In making such a determination, the employer should take into account:
  - (i) the length of time the “arrangement” was believed to be place;
  - (ii) the particular circumstances of the employee; and
  - (iii) the operational requirements of the employer.
- (e) if an employee is dissatisfied with the outcome of the determination, the employee can appeal the determination to a senior manager within the segment within 7 days of being notified in writing of the determination;
- (f) If the employee is not satisfied with the outcome of the appeal, the dispute settling procedure at clause 15 will apply;
- (g) An employee is entitled to be represented at any stage in this process.

18.3.3 For the purposes of clause 18.2.11, “arrangement” means an agreement, other than a written agreement, that if it were in writing, meets the tests for a fixed part time agreement.

18.3.4 The parties acknowledged that the number of hours worked by part-time employees in accordance with clauses 18.1, 18.2, 18.3, 18.3.1 and 18.3.3 may be affected by training, as this is scheduled generally on a full time basis. In the event that a part-time employee is scheduled to undertake full time training, the number of hours of training shall be deemed, for the purpose of this provision, to be 30 hours in each week.

#### **18.4 Annual Review of Part Time Hours**

18.4.1 The hours worked by a part time employee will be reviewed on each anniversary of his/her commencement in a part time role.

- 18.4.2 Where the hours worked by an employee in a part time position (including ordinary hours, shift extensions and overtime) exceed an average of 35 hours per week over the preceding 12 months, then the position will be converted to full time.
- 18.4.3 For the purposes of calculating the average hours worked, the following periods and hours are excluded:
- (a) Attending a full time training course;
  - (b) secondments exceeding 1 week in duration in a full time role; and
  - (c) leave.

*An example of the averaging calculation under this clause is:*

*Where in a 12-month period following the anniversary date of his/her commencement in a part time role an employee:*

*\* Works 1000 hours at ordinary time (excluding leave, full time secondments exceeding 1 week and full time training courses)*

*\* Works 200 hours at overtime rates*

*\* Takes 5 weeks annual leave*

*\* Is seconded to a full time role for 4 weeks*

*\* Spends 1 week at a full time training course*

*Then the average hours in the part time role are 1200 hours work in a part time role / 42 weeks working in a part time role = 28.57 hours per week average.*

## **18.5 Overtime**

- 18.5.1 Where a part-time employee is required to work additional hours on a day and the number of hours worked in total does not exceed 7.6 hours, all hours will be paid at single time, provided that any hours in excess of 7.6 hours shall be paid at the normal overtime rate.
- 18.5.2 (a) All time worked in excess of 7.6 hours per day, 10 days per fortnight, 1560 hours in the first year following the date of the coming into force of this provision, or 1410 ordinary hours in any successive year, shall be overtime and paid at overtime rates specified in this EBA 9. This shall not include hours worked on secondment to a full time position.
- (b) Provided that where a part-time employee's hours of work are designated in accordance to subclause 18.1.1 (b) hereof, overtime will be paid for any hours worked in excess of 30 per week.

18.5.3 In the allocation of overtime, preference will be given to full time employees having regard to the intention of the parties to avoid, where possible, a part-time employee working overtime.

## 18.6 Salary for Part Time Employees

A salary for part-time employees will be calculated by determining the hourly rate applicable for the award classification of the employee and multiplying it by the number of ordinary hours worked.

## 18.7 Annual Leave/Long Service Leave for Part Time Employees

18.7.1 Annual leave will accrue and be paid in accordance with clause 47 of this EBA 9.

18.7.2 Long Service Leave:

- (a) In order to determine an employee's entitlement at any particular time, the sum of each year's average percentage will be divided by the number of year's service.
- (b) The percentage arrived at in 18.7.2 (a) will then be applied to the entitlement of 13 weeks long service leave after 10 years employment in order to ascertain the period of leave to which a part-time employee is entitled.

## 18.8 Personal Leave for Part Time Employees

18.8.1 Each new part-time employee will be granted 20 hours personal leave entitlement on commencement.

18.8.2 After completing 26 weeks' employment, a further 20 hours personal leave entitlement will be credited.

**Provided that** for part time employees working average ordinary hours of greater than 20 hours per week, personal leave in addition to 18.8.1 and 18.8.2 above shall be credited at the end of each 4 weeks where, in the first twelve months, the personal leave accrual of  $1/26^{\text{th}}$  of ordinary hours worked exceeds the personal leave credit in 18.8.1 and/or 18.8.2 above.

*For example,*

- *25 ordinary hours per week average - additional personal leave above 20 hours accrues on the completion of each 4 weeks service, after 20 weeks service, with the first additional accrual being credited at the end of week 24;*
- *30 ordinary hours per week average - additional personal leave above 20 hours accrues on the completion of each 4 weeks service, after 18 weeks service, with the first additional accrual being credited at the end of week 20;*
- *35 ordinary hours per week average: additional personal leave above 20 hours accrues on the completion of each 4 weeks service, after 15 weeks service, with the first additional accrual being credited at the end of week 16.*

- 18.8.3 Part-time employees who had commenced employment prior to 16th August 1992 were at that time entitled to a credit of 60 hours.
- 18.8.4 On an employee's anniversary date, personal leave shall be credited in advance based on the following part time accrual formula: 0.057535 hours multiplied by the ordinary hours worked by the employee over the previous twelve months.
- Provided that the annual credit obtained by this approach and tested at the end of each 4 weeks of service will not be less than 1/26<sup>th</sup> of the ordinary hours worked.
- 18.8.5 Payment of personal leave for part time employees shall be based on the employee's actual rostered ordinary hours including rostered extensions (or projected rostered hours if there is no roster in place), and shall be deducted from the employee's credited hours.
- 18.8.6 Where a part-time employee has taken 3 single days of personal leave any in 12 month cycle, that employee will be required to provide a medical certificate for any other single day absences during that 12 month cycle.

#### **18.9 Other Provisions Associated with Part Time Employment**

- 18.9.1 Part-time employees shall be entitled to meal breaks in accordance with Clause 43.3 of this Agreement.
- 18.9.2 Part-time employees employed prior to the 16th August 1992 shall continue under the conditions then in place unless they elect, or have elected, to move to the conditions provided for in this clause 18.
- 18.9.3 There is no automatic access to full-time employment. Each part-timer's staff vacancy notice and consequential contract of employment shall state there is nothing stated or implied that they will be anything other than part-time.
- 18.9.4 No full-time employee shall be made redundant by the introduction of part-time employment under this Agreement. Preference shall be given to existing full-time employees to convert to part-time. No full-timer shall be forced to accept compulsory conversion to part-time.
- 18.9.5 Part time staff will be entitled to equal staff travel concessional benefits as full-timers.
- 18.9.6 Employees will have an opportunity to be considered for permanent part time vacancies at airports before these vacancies are advertised externally.

#### **19. PART TIME EMPLOYMENT – QFIT ONLY**

- 19.1 The company may employ part-time employees in any QFIT classification in this Agreement.
- 19.2 A part-time employee is an employee who:



- 19.2.1 works less than the full-time hours of 38 hours per week; and
  - 19.2.2 has reasonably predictable hours of work; and
  - 19.2.3 receives on a pro-rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
  - 19.2.4 At the time of engagement the company and the part-time employee must agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
- 19.3 Any agreed variation to the regular pattern of work must be recorded in writing.
- 19.4 Subject to agreement between the company and the employee, full-time employees may revert to a part-time position for a maximum period of two years, unless otherwise agreed between the company and the employee. The company must give the employee three months notice to revert back to a full-time position, unless otherwise agreed between the company and the employee.
- 19.5 The company may select employees to work part-time from home. The conditions applying to the arrangement must be agreed between the company and the individual employee.
- 19.6 The company must roster a part-time employee for a minimum of four consecutive hours on any shift.
- 19.7 If part-time staff are required to work overtime, beyond their agreed normal hours of work, then overtime shall be paid as prescribed in clause 44 - Overtime, of this Agreement.
- 19.8 The hourly rate payable to part-time employees is calculated by dividing a full-time employee's annual salary by 1976 to obtain the ordinary hourly rate.
- 19.9 The minimum daily and weekly hours for part time staff shall be four and twelve respectively.

## **20. JOB SHARE**

Local job share agreements in place as of the date of lodgement of this Agreement will continue to apply to existing and new job sharers in the workplace concerned for the life of this Agreement.

## **21. FIXED TERM EMPLOYEES**

### **Airline Officers**

- 21.1.1 Where Qantas seeks to employ fixed term employees the Company will, before engagement, consult with the employees affected by the Company's decision and where the employees are members of the union, the Union, on all relevant matters including whether the work can reasonably and economically be performed by the existing workforce, the number of proposed fixed term employees and the

circumstances of their utilisation, their qualifications and experience, their location and the term of their employment, the retention of reasonable overtime levels for permanent employees and the temporary secondment of part time employees to full time positions.

21.1.2 The introduction of fixed term employment work for Qantas is intended to create additional employment opportunities and will not negatively impact on full time and part-time employment.

21.1.3 Agreements at the relevant ASU Branch level will determine on a case by case basis:

- (i) The appropriate number of fixed term employees and the circumstances of their utilisation; and
- (ii) The retention of reasonable overtime levels for permanent employees; and
- (iii) Temporary secondment of permanent part-time employees to full time positions

21.1.4 Fixed term employees will only be employed on a full time or part-time basis in addition to full time and part-time permanent employees and will be employed under the same terms and conditions of employment as equivalent permanent employees.

21.1.5 All continuous service worked as a fixed term employee will count as service for the purpose of calculating Long Service Leave, Staff travel entitlements and other accrued entitlements should the temporary employee at any time be appointed as a permanent employee of the Company.

21.1.6 Fixed term employees may be engaged for a minimum of four (4) weeks and a maximum of 52 weeks or up to a maximum of 104 weeks where the fixed term employee is employed directly or indirectly as a result of an employee being on parental leave. The maximum will not apply where a fixed term employee is replacing a particular person on extended personal leave, workers compensation, or secondments. Fixed term employees shall not be terminated and subsequently re-employed as a means of avoiding the application and intent of this clause.

## **21.2 QFIT**

21.2.1 Where QFIT seeks to employ fixed term employees the Company will, before engagement, consult with the employees affected by the Company's decision and where employees are members of the ASU, the ASU, on all relevant matters including whether the work can reasonably and economically be performed by the existing workforce, the number of proposed fixed term employees and the circumstances of their utilisation, their qualifications and experience, their location and the term of their employment, the retention of reasonable overtime levels for permanent employees and the temporary secondment of part time employees to full time positions.

- 21.2.2 The introduction of fixed term employment work for Qantas is intended to create additional employment opportunities and will not negatively impact on full time and part time employment.
- 21.2.3 Agreements at the relevant ASU Branch level will determine on a case by case basis:
- (i) The appropriate number of fixed term employees and the circumstances of their utilisation; and
  - (ii) The retention of reasonable overtime levels for permanent employees; and
  - (iii) Temporary secondment of permanent part-time employees to full time positions
- 21.2.4 Fixed term employees will only be employed on a full time or part time basis in addition to full time and part time permanent employees and will be employed under the same terms and conditions of employment as equivalent permanent employees.
- 21.2.5 All continuous service worked as a fixed term employee will count as service for the purpose of calculating Long Service Leave, Staff travel entitlements and other accrued entitlements should the temporary employee at any time be appointed as a permanent employee of the Company.
- 21.2.6 Fixed term employees may be engaged for a minimum of four (4) weeks and a maximum of 104 weeks. The maximum will not apply where a fixed term employee is replacing a particular person on extended personal leave, workers compensation or secondments. Fixed term employees shall not be terminated and subsequently re-employed as a means of avoiding the application and intent of this clause.
- 21.2.7 The operation of this clause will cease at the end of this Agreement and will be reviewed by the parties.

## **22. CASUAL EMPLOYEES - AIRLINE OFFICERS ONLY**

- 22.1 The future use of casual employees will be to meet unplanned workloads or short notice work peaks to maintain the efficiency of the Company's operations. Casual employees shall only be employed in addition to full-time and part-time permanent employees.

Agreements at the relevant ASU Branch level will determine on a case by case basis:

- (i) The appropriate number of casual positions and the circumstances of their utilisation; and
  - (ii) The retention of reasonable overtime levels for permanent employees.
- 22.2 Casual employees will be employed by the day or by the four (4) hour shift, up to a maximum of 38 hours per week and will not be employed continuously for

a period of more than four (4) weeks. Casual employees shall not be terminated and subsequently re-employed as a means of avoiding the application and intent of this clause.

22.3 Casual employees will be employed under the same terms and conditions of employment as equivalent permanent employees and will receive a casual loading of 20% of the relevant classification level in lieu of sick, bereavement and recreation leave.

22.4 When considering the employment of casuals, consideration will preferably be given in the first instance to:

- (i) Former Qantas employees with the necessary skills and experience.
- (ii) Casual engaged either directly by Qantas or through a relevant subsidiary covered by this Agreement.

## **22.5 Caring responsibilities**

22.5.1 Subject to the evidentiary and notice requirements in 48.8 and 48.9, casual employees are entitled to not be available to attend work, or to leave work:

- (a) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- (b) upon the death in Australia of an immediate family or household member.

22.5.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

22.5.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

## **23. TERMINATION OF EMPLOYMENT**

### **23.1. Notice of termination by the Company**

23.1.1. In order to terminate the employment of an employee, the Company must give the employee one month's notice which may be given at any time during the month, (Airline Officers) and four weeks' notice (QFIT). If an employee is over 45 years old and has at least 5 years service with the Company, the period of notice shall be five weeks.

- 23.1.2. For Airline Officers, the Company and an individual employee may agree to a lesser period of notice than 23.1.1 for employees employed within Levels 1 - 4, provided that the period of notice agreed is not less than the notice as outlined below:

<u>Employee's period of Continuous Service with the Employer</u>	<u>Period of Notice</u>
Not more than one year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- 23.1.3. Payment in lieu of notice must be made by the Company if the required period of notice is not given. Employment may also be terminated by the employee working part of the required notice and by the Company making payment for the remainder of the period of notice.
- 23.1.4. Payment in lieu of notice must equal or exceed the total of all amounts the employee would have received if the employee had worked during the notice period and his or her employment had not been terminated.
- 23.1.5. The period of notice in this clause does not apply in the case of conduct that justifies summary dismissal, or in the case of casual employees. The notice provisions of this clause apply to fixed term employees provided that the period of notice will not extend beyond the expiry of the fixed term.

## **23.2. Notice of termination by an employee**

- 23.2.1. An employee must terminate his or her employment by giving the Company the same period of notice as that required to be given by the Company, except that there is no additional notice based on the age of the employee concerned. The notice may be given at any time during the month.
- 23.2.2. If the employee does not give the company the required period of notice in 23.2.1 the employee will forfeit salary for the period of the notice not given by the employee.

## **PART 5 – CLASSIFICATIONS, WAGES, ALLOWANCES AND RELATED MATTERS**

### **24. CLASSIFICATIONS AND RATES OF PAY**

- 24.1. The classification structure for Airline Officers and QFIT are outlined in Schedules 1 and 2 respectively of this Agreement.
- 24.2. The revised rates of pay for classifications and allowances covered by this Agreement are included at Schedules 3 and 4, and shall apply from the first pay period after the date specified.

### **24.3 Wage Increases**

The rates in Schedule 3 include:

- 24.3.1 A 3% per annum pay increase with effect from the first full pay period on or after 1 July 2010, 1 July 2011 and 1 July 2012 respectively;
- 24.3.2 A new increment at the top of Levels 2 – 5 of the Airline Officer classifications of 2%;
- 24.3.3 A new increment at the top of Levels 6 – 9 of the Airline Officer classifications of 1.5%;
- 24.3.4 The additional increment for employees at the top of their Level in the Airline Officer classifications Levels 2 to 9 applies from the employee's next anniversary date on or after 1 July 2010;
- 24.3.5 From an employee's next anniversary date on or after 1 July 2010 red circled employees in Level 1 - 9 Airline Officer classifications on a preserved rate of pay and employees who are paid an all purpose allowance (percentage differential) under clause 35.1.5 of this Agreement, will have his or her actual rate of pay increased by either 2% if the employee's substantive classification is level 5 or below of the Airline Officer classifications, and by 1.5% if the employee's substantive classification is Level 6 to Level 9 of the Airlines Officer classifications. The employee's actual rate of pay is either the preserved rate (for red circled employees) or the employee's substantive rate plus the all purpose allowance under clause 35.1.5 of this Agreement.
- 24.3.6 The Senior Professionals range maximum at SP1 and SP2 in Schedule 3.2 is also increased by 1.5% at 1 July 2011;
- 24.3.7 QFIT Levels 1 – 3 in Schedule 3.3 also receive an additional 2% at each pay point as at 1 January 2011;
- 24.3.8 QFIT Levels 4 - 10 in Schedule 3.3 receive and additional 1.5% at each pay point as at 1 January 2011.
- 24.4 An employee may voluntarily receive part of pre tax salary he or she is entitled to under this Agreement in the form of agreed salary sacrifice items where permitted and in accordance with Qantas policies as varied from time to time. This includes the direction of pre-tax salary to superannuation to the extent permitted by the Trust Deed and Rules of the Qantas Superannuation Plan.

#### **24.5 Wage Rates – Juniors (*Airline Officers Only*)**

24.5.1 Junior employees employed by the Company must be paid the following minimum rates per annum:

	<b>Percentage of 1st year of service (Level 3) for adults</b>
	<b>%</b>
At 16 years and under	50
At 17 years	55
At 18 years	65
At 19 years	75

24.5.2 If a junior employee:

- (a) is appointed to a position which is classified above Level 3 of this agreement; and
- (b) performs the full range of duties for that position

the junior employee must be paid the adult rate applicable to the position.

24.5.3 If a junior employee is not performing the full range of duties of the Level 4 position, the junior employee must be paid the appropriate junior percentage of the first year rate of the Level for that position.

24.5.4 The provisions of this clause 24.5 do not apply to junior employees engaged in Reservations, Retail, and Airports.

## 25. HIGHER DUTIES

### 25.1. Higher Duties

25.1.1. If the Company requires an employee to temporarily act in a higher position or classification which attracts a higher salary, the Company must pay the employee an allowance equal to the difference between the employee's current salary and the salary for the higher position in accordance with the following table:

<b>Employee's substantive position</b>	<b>Payment</b>
Airline Officers -Up to and including Level 4	allowance for whole day or shift.
Airline Officers - Level 5 and up to and including the mid – point salary range of Senior Professional 1*	allowance for any period of one day or in excess of one day.
Airline Officers – above the mid – point salary range of Senior Professional 1* and up to and including the maximum Senior Professional 2 salary	allowance for periods in excess of five working days.
QFIT Level 1 – 10	allowance for periods in excess of five working days

\*NB: The mid – point salary range for Senior Professional 1 is based on the salary (ie: gross–up or non–gross up, shift etc) of the employee concerned as outlined in Schedule 3.2.

25.1.2. An appropriate allowance will be paid where:

- (a) In the case of Airline Officers if the Company does not designate to an employee the full responsibilities of a more senior position in Level 5 or above. The Company must set out in writing to the employee his or her duties and the allowance to be paid.
- (b) In the case of QFIT, if an employee is required to perform only part of the higher duties for more than five working days,

the Company must pay the employee an appropriate allowance from the commencement of the higher duties.

25.1.3. The allowance is deemed to be part of the employee's salary rate for the purpose of Clause 41.8, 41.10, 41.11, Clause 44 - Overtime, Clause 45 - Sunday work and Clause 53 - Public holidays. **(Airline Officers only)**

25.1.4. Except in unavoidable circumstances, relief duties worked during a pay period will be paid no later than the payday for the second pay period following the week in which relief work is performed.

## **25.2 Salary Progression - Airline Officers Only**

Where an employee is confirmed in a position in which he or she has just been acting and for which he or she has been paid higher duties allowance in accordance with 25.1 the immediately preceding period that the employee has so acted in such position will be counted as service in the higher salary range for the purposes of determining the appropriate salary rate in the higher range.

## **25.3 Vacant Positions**

25.3.1 If:

- (a) a position is vacant and no other employee has a claim to that position; and
- (b) the position has been filled on Higher Duties Allowance (H.D.A) for 12 months or more; and
- (c) the position is expected to continue to be required

then the position will be filled using the normal recruitment and selection process.

Qantas will not rotate an employee through a vacant position to higher duties as a means of avoiding the intent of this clause. Secondments will not be used to avoid permanently filling positions. Qantas will not use this clause to avoid filling vacancies that exist.

## **25.4 Lower Duties – Airline Officers only**

25.4.1 If an employee is required to perform work in a lower position, the employee must be paid at the employee's regular rate of pay.

25.4.2 Employees whilst performing work in a lower position shall not be responsible for the full duties of their substantive position.

## **26. ALLOWANCES -AIRLINE OFFICERS ONLY**

### **26.1. Disability Allowance**

If significant disabilities occur for a period of two weeks or more because of construction, reconstruction, alteration, major repair or other like work at or in the immediate vicinity of the premises in which the employees are required to



work, the Union may claim the following allowances on behalf of affected employees, to be paid from the date of the Union's application:

- (a) if the work involves excessive fumes, noise and dust or other like disabilities through construction vehicles, drilling, electric saws and jack hammering, form work and concrete pours, at the rate per hour as outlined in Schedule 4.
- (b) if the work involves noise and dust to a limited degree due to alterations and/or the removal or installation of plant and machinery and a marked reduction in work space, at the rate per hour as outlined in Schedule 4.

26.1.1. The allowance must not be included with the wage rates for all purposes of this Agreement.

26.1.2. Where the parties are unable to agree on the significance of the disabilities, Clause 15 Disputes Settlement Procedure shall be followed.

## **26.2. Transport Allowance**

26.2.1. An employee employed, as a shift worker at an airport must be paid a transport allowance at the rate as outlined in Schedule 4 for each ordinary shift worked which commences or finishes after 1900 hours and before 0700 hours.

26.2.2. An employee employed at an airport must be paid a transport allowance at the rate as outlined in Schedule 4 if the employee works overtime between 1900 hours and 0700 hours and the overtime is continuous with their normal hours of duty. This does not apply if transport is provided in accordance with 26.2.3.

26.2.3. An employee is not entitled to a transport allowance if:

- (a) the employee is provided with transport; or
- (b) the employee is reimbursed for transport.

## **26.3. Tropical District Allowance**

If an employee is working on the mainland of Australia north of the twentieth parallel of South latitude, the employee must be paid a district allowance at the rate specified in the Australian Public Service Award 1998 as varied or replaced.

## **26.4. First Aid Allowance**

If an employee:

26.4.1 is appointed by the Company to perform first aid duty;

26.4.2 is willing to perform that duty, and

26.4.3 holds an appropriate first aid qualification approved by the Company's Aviation Medicine Department

the employee must be paid per week at the rate as outlined in Schedule 4.

## **26.5. Laundry Allowance**

26.5.1. Employees required to wear a uniform as specified by the Company shall be reimbursed for the cost of such uniform. The provisions of this Clause shall not apply if the uniform is paid for by the Company.

26.5.2. If the employee is required to launder a uniform provided by the Company as provided in 26.6.1, the employee must be issued with five laundry service vouchers per month at no cost to the employee.

26.5.3. The provisions of this clause shall not apply where the Company pays for the cost of laundering clothing.

## **26.6. Australian Security Identification Card**

Where an employee is required to obtain an Aviation Security Identification Card ("ASIC") to access an Australian Airport facility to perform their work, the cost of the application fee and other fees required by the legislation will be reimbursed by the employer.

The employer is not, however, required to reimburse any costs incurred prior to the commencement of employment or the costs associated with unsuccessful ASIC applications or renewals.

## **27. ALLOWANCES - QFIT ONLY**

### **27.1. On-call**

27.1.1. Employees required to provide systems coverage and systems fault rectification out of ordinary time, including on weekdays, weeknights, weekends and public holidays must be paid an on-call allowance.

27.1.2. The on-call allowance is calculated as follows:

WEEKLY HOURS ROSTERED (MAXIMUM OF  
60 HOURS PER WEEK) /120

x Allowance as outlined in Schedule 4

27.1.3. If employees are being paid an on-call allowance, they must be able to make telephone contact with their place of work within twenty minutes of being contacted, and they must be able to return to work within one hour of the initial contact. The allowance covers the cost of providing a telephone facility at the employee's home.

### **27.2. Call-in**

27.2.1. An allowance at the rate as outlined in Schedule 4 will be paid to an employee required to return to the workplace as a result of an on-call contact. This is paid irrespective of the time taken to fix the problem. This amount covers all travelling expenses.

- 27.2.2. If an employee has a computer facility in his or her home, and does not need to return to the workplace to fix the problem, the employee must be paid an allowance at the rate as outlined in Schedule 4. This is paid irrespective of the time taken to rectify the problem.
- 27.2.3. If there are multiple contacts within an hour of the initial contact, the allowance will cover all calls received in that hour.
- 27.2.4. If an employee and the Company agree, the employee called in to work, or required to rectify a problem from a home-based computer facility, may take time in lieu equivalent to the time spent rectifying the problem. This time in lieu may be taken at a time agreed between the employee and the Company.

### **27.3 Transport allowance**

If an employee finishes work at a time when the usual or reasonable means of transport is not available, the Company must, at its own expense, convey the employee to his or her home or lodging or pay an appropriate allowance.

### **27.4 Australian Security Identification Card**

Where an employee is required to obtain an Aviation Security Identification Card ("ASIC") to access an Australian Airport facility to perform their work, the cost of the application fee and other fees required by the legislation will be reimbursed by the employer.

The employer is not, however, required to reimburse any costs incurred prior to the commencement of employment or the costs associated with unsuccessful ASIC applications or renewals.

## **28. DUTY TRAVEL MEAL ALLOWANCES, EXCLUDING SP STAFF**

Reimbursement of duty travel meal expenses will be on the basis of either the published applicable Australian Tax Office reasonable benefit limit table, or reasonable actuals.

## **29. BUSINESS RELATED EXPENSES – SP STAFF ONLY**

Reasonable Business expenses incurred for duty travel will be reimbursed on the basis of reasonable actuals. This includes such items as accommodation, meals, transport, currency conversion, incidentals and parking at the airport where the employee drives and when Qantas provided transport or parking is unavailable. Tax invoices/receipts are required for the purposes of the reimbursement, except where expenditure was incurred, but no receipts could be obtained.

## **30. QCC TRANSPORT ALLOWANCE**

### **30.1 Entitlement**

Employees who as at 30 June 2001, were based in QCC and were working shifts, will for the life of this Agreement, continue to be paid a Transport Allowance at the rates specified under sub - clause 26.2 of this Agreement, provided that they continue to work shifts and be based in QCC. This sub - clause shall also apply to employees engaged in QCC as at 30 June 2001

and working shifts, where operations are transferred to other locations such as QCE or QCF (eg: Load Control to QCF).

### **30.2 Employees in QCC post 30 June 2001**

Employees employed in QCC after 30 June 2001 and working shifts shall not be entitled to receive the Transport Allowance as specified in sub-clause 26.2 of this Agreement.

### **30.3 Employees in QCA, QCB, QCD, QCE, and QCF**

With the exception of the employees in sub clause 30.1 above, employees employed in QCA, QCB, QCC, QCD, QCE, and QCF are not be entitled to receive the transport allowance under sub - clause 26.2. of this Agreement.

## **31. ALLOWANCE FOR CERTAIN LOAD CONTROL FUNCTIONS**

31.1 From the date of operation of this Agreement, a Load Control Officer who has successfully completed the necessary training determined by the company and performs all functions of a Load Control Officer, involving the use of the flight management system, (Domestic and International) and has been authorised to sign a load sheet in a system other than the flight management system that is used to provide services for client airlines, shall be paid an all purpose allowance as outlined in 31.2 below. The Company may vacancy control the number of employees eligible to receive this allowance. Training required to be eligible for the allowance will be provided by the Company.

31.2 For full time employees, this allowance shall be paid at the following rates: \$1032, \$1053 and \$1085 per annum. These rates take effect from the first pay period commencing on or after 1 July 2010, 2011 and 2012 respectively. Part Time employees shall receive a pro rata payment of the Load Control Allowance based on the ordinary hours worked of the part time employee.

31.3 Load Control Officers who as at the date of operation of this Agreement receive the all purpose allowance in 31.2 above and who will no longer be eligible under the provisions of sub clause 31.1 will receive the allowance for a period of 6 months from the date of operation of this Agreement. During this period these Load Control Officers will be given the opportunity to be trained in systems other than the flight management system that is used to provide services for client airlines. If not provided the opportunity within the six month period the current allowance will be paid until a training opportunity is provided.

31.4 An employee receiving this allowance will be allocated to work based on operational requirements.

## **32. BUDDY TRAINING ALLOWANCE**

32.1. An employee will be paid a buddy trainer allowance where the employee is participating in a formal buddy-training program, which requires the employee to provide on the job instruction to another employee to perform duties classified at the same level as the employee providing the instruction.

32.2. The allowance will be paid for each day or shift or part thereof, on which the employee performs as a buddy trainer, at the rate as outlined in Schedule 4

### **33. PAYMENT OF WAGES**

#### **33.1. Period of Payment (Airline Officers Only)**

33.1.1. Wages must be paid fortnightly.

33.1.2. Payments in respect of overtime worked within the fortnight before the pay day need not be paid until the succeeding pay day

#### **33.2. Method of Payment**

Wages will be paid by electronic funds transfer into the employee's nominated bank, credit union, building society or cheque.

#### **33.3. Payment of Wages on Termination of Employment (Airline Officers Only)**

33.3.1. On termination of employment, wages due to an employee must be paid 48 hours after clearance of employment procedures have been completed.

33.3.2. Clearance of employment procedures must be completed no later than two working days following an employee's termination of employment.

#### **33.4. Overpayments**

Where an overpayment has been identified, the employee concerned will be advised by Payroll Services of the details of the overpayment in writing, and the following process will apply.

33.4.1 The employee will be advised in writing by Payroll Services of the amount of overpayment;

33.4.2 The employee will be provided with an opportunity to set up an agreed repayment plan, with a minimum instalment of 10% of the employee's base fortnightly salary. This agreed repayment plan with the amount agreed to be deducted will be in writing;

33.4.3 If there is no response from the employee following the advice from Payroll Services in 33.4.1 above within 20 business days, then a maximum instalment of 10% of the employee's base fortnightly salary will be deducted from the employee's fortnightly salary to meet the overpayment.

The employee will be formally advised in writing of the amount to be deducted in point 33.4.3 above, prior to the repayments being deducted from the employee's base salary.

The definition of overpayment does not include the payment in advance of annual leave not taken.

#### **33.5. Underpayments Process**

Once it has been established and agreed by Payroll Services that an underpayment has occurred, an employee will receive payment within 5 business days.

### **34. BONUS AWARDS/PAYMENTS**

- 34.1 At the absolute discretion of the Board and subject to the Company meeting the performance criteria set by the Board from time to time for the operation of the Qantas Profit Share Scheme (QPS), shares may be issued to each eligible employee up to the value of \$1,000 per year.
- 34.2 At the absolute discretion of the Board, and subject to the Company meeting the performance criteria set by the Board, a cash bonus may be awarded to eligible employees. The Company will provide the opportunity for employees to salary sacrifice the full amount of any cash bonus into superannuation in accordance with taxation legislation.

### **35. CLASSIFICATION STRUCTURE – AIRLINE OFFICERS ONLY**

- 35.1. The salary structure included at Schedules 3.1 and 3.2 was first introduced by EBA 3 and came into effect on 1 March 1997. The following translation arrangements continue to apply under this Agreement:
- 35.1.1. Where a person who was employed as at 1 March 1997, transferred to the current salary structure, under the arrangements established in EBA 3, to a classification with a lower rate of pay, that employee retained their previous rate of pay as at 28 February 1997. This previous rate is known as a preserved rate of pay. The purpose of this arrangement was that no employee employed as at 1 March 1997 would suffer any loss of actual rate of pay in the transfer to the current salary structure.
- 35.1.2. The preserved rate of pay under 35.1.1 increases in accordance with any percentage increases applied to the current salary structure from 1 March 1997.
- 35.1.3. An employee whose rate of pay is set under this clause is known as a 'red circled' employee for as long as the employee concerned remains in receipt of a preserved rate of pay.
- 35.1.4. A preserved rate of pay established for an employee on transfer to the current salary structure under 35.1.1 will apply to that employee (including where they have transferred between positions at the same or higher level since their initial transfer to the current salary structure) until such time as the rate for classification they occupy in the current salary structure exceeds their preserved rate, provided that the preserved rate may still have application for the purposes of 35.1.5 below.
- 35.1.5. When a red circled employee is promoted to a higher level and such employee would otherwise receive less than a 5% increase, an all purpose allowance will be paid representing the difference between the preserved rate and 5% on the one hand and the promoted level's rate on the other. This provision will also apply to employees acting on higher duties.
- 35.2 Progression On Promotion for Classification – Airline Officers Only, at Levels 2 to 9**

- 35.2.1 Employees who are at or above the second pay point for their level and who are then promoted or given higher duties to the next higher level will be placed at the second pay point of their new level.
- 35.2.2 This provision will apply to promotion to or higher duties to Levels 2 to 9 of the Airline Officer classifications in Schedule 1.
- 35.2.3 A “red circled” employee to whom this clause applies (see clause 35.1) will be paid the higher of:
- (a) The second increment of the promoted level; or
  - (b) Their preserved rate of pay plus 5%.
- 35.2.3 Where option (b) applies, the composition of the payment between a base rate increase and an all-purpose allowance will be as provided for in clause 35.1 of this Agreement.

**35.2.4 New employees in Level 3 at Airports**

The entry level for positions in airports will be Level 3 except where level 2 airport activity is explicitly identified in the ‘typical duties’ in the descriptors for level 2, provided that employees (other than employees already classified at level 3 or above under this Agreement who transfer to a Level 3 position in Airports) commencing in a Level 3 position in Airports will commence at Level 2, year 1, and will be engaged at this level for a six month period. At the completion of six month’s service, an employee in this classification shall move to Level 3 year 1, and shall remain at Level 3, year 1 for a period of twelve months.

**36. ANOMALIES AND WORK VALUE – AIRLINE OFFICERS ONLY**

- 36.1. As part of negotiating EBA 6 the parties reviewed the classification of positions covered by that Agreement. The outcome of this review was that a number of positions were reclassified or redesigned. The parties agree the outcome of this review addressed all anomalies and work value changes as at 1 September 2002 and as a consequence the parties agree that all positions covered by this Agreement are correctly classified.

**37. SUPERANNUATION – CHOICE OF FUNDS**

- 37.1. Qantas will make superannuation contributions to a complying superannuation fund in respect of each employee.
- 37.2. The superannuation fund to which contributions will be made in respect of an employee will be the fund chosen by that employee consistently with the choice of fund regime.
- 37.3. In the absence of an employee selecting a superannuation fund to receive contributions in accordance with the choice of fund regime, the superannuation contributions in respect of that employee will be made to the Qantas Superannuation Plan (or any successor to that plan) as the default fund for the purposes of the choice of fund regime.

- 37.4. The amount of the contributions will be not less than the amount specified in the superannuation guarantee legislation, being the amount required to avoid employers incurring liability for superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992*.

### **38. AMENITIES**

In any establishment where employees covered by this Agreement are engaged, they shall wherever practicable be provided with suitable accommodation for retiring and meal purposes and shall be supplied with facilities for obtaining a supply of hot water.

### **39. 20TH DAY PAYOUT - AIRLINE OFFICERS ONLY**

- 39.1. Each February for the life of this agreement, Qantas will invite each employee who has accrued more than two 20th days (not including 20th days that have been rostered, including rostered for taking in conjunction with annual leave) to have some or all of that accrual in excess of two days paid out.
- 39.2. The payout will be at the employee's base salary and will be paid as time for time accrued.

### **40. 20TH DAY PAYOUT - QFIT ONLY**

- 40.1. Employees will continue to accrue twentieth days in accordance with this Agreement. Employees can use their 20th days as they accrue and QFIT will make every effort to facilitate this within business requirements.
- 40.2. By mutual agreement, twentieth days can be taken in conjunction with annual leave.
- 40.3. An employee will have all but two days of their accrual paid out at single time rates in the last pay period of each year. Staff transferring into QFIT from other legal entities inside the Qantas group of companies will be subject to the same provisions in that all but two of their existing accruals of 20th days will be paid out in the last pay period of December in the year in which they transfer.

## **PART 6 - HOURS OF WORK, SHIFTWORK, MEAL BREAKS AND OVERTIME**

### **41. HOURS OF WORK - DAYWORK AND SHIFTWORK**

#### **41.1. Hours of Duty - Daywork and Shiftwork - *Airline Officers Only***

- 41.1.1. Ordinary hours of work will be an average of 38 hours per week, within a work cycle not exceeding 28 consecutive days.
- 41.1.2. Except as provided in 41.1.3, the ordinary hours of work will be arranged to provide for a twentieth day off in each four week cycle (i.e. 8 ordinary hours per day over 19 working days, with the twentieth day off, totalling twelve days per annum). These days shall not attract any premium payment, but shall be paid at single time at the rate applicable at the time of taking the day.



41.1.3. Despite 41.1.2, 41.2 and 41.5.2, the Company, a majority of employees concerned and where the agreement affects a member of a Union, the relevant Union, may agree on the following:

- (a) alternative methods of arranging ordinary hours over a work cycle; and/or
- (b) arranging ordinary hours of work above and below eight per day to a maximum of twelve; and/or
- (c) alternative methods to substitute and/or accrue twentieth days.

**41.2. Rostered days off (or twentieth days) may be taken as follows: (*Airline Officers Only*)**

41.2.1 employees must be advised of twentieth days prior to the commencement of each four weekly period. By mutual agreement between the supervisor and the employee, another day may be substituted for the rostered day;

41.2.2 Where an employee is notified no later than the commencement of the shift or period of duty immediately prior to the day, such additional day off may be transferred by mutual agreement to another day which is to be taken not later than the end of the next four week period;

41.2.3 the twentieth day must be granted on a day other than a public holiday unless agreed;

41.2.4 by agreement between the Company and the employee(s) in any one state, port or location the twentieth days may be arranged in any of the following ways:

- (a) five days attached to annual leave and seven days taken through mutual agreement;
- (b) ten days attached to annual leave and two days taken by mutual agreement;
- (c) eight days attached to annual leave every eight months.

41.2.5 if, due to operational reasons, a twentieth day is changed by mutual agreement but without due notice as outlined in 41.2.2, an employee must be paid time and one quarter for the day worked and receive a substitute day which is to be taken no later than the end of the next four weekly period.

**41.3. Ordinary hours - day work and shift work - *QFIT only***

41.3.1. Ordinary hours of work will be an average of 38 hours per week to be worked between 7.00 a.m. and 6.00 p.m. except for meal breaks on any or all of the days of the week, Monday to Friday within a work cycle not exceeding 28 consecutive days.

- 41.3.2. The hours of work of an employee may be altered by the Company within the spread of hours, after giving seven days notice to the employee.
- 41.3.3 Except as provided in clause 41.3.4, the ordinary hours of work will be arranged to provide for a twentieth day off in each four week cycle (i.e. eight ordinary hours per day over nineteen working days, with the twentieth day off).
- 41.3.4 Despite anything contained in this agreement, the Company, a majority of employees concerned and, where the agreement affects a member of a union, the relevant union, may agree on the following:
  - (a) how the hours of work are to be averaged over a cycle;
  - (b) the duration of the work cycle for day workers;
  - (c) rosters;
  - (d) notice of rostered days off;
  - (e) substitutions and banking of rostered days off; and
  - (f) arrangements which allow for flexibility in relation to the taking of rostered days off.
- 41.3.5 Despite clauses 41.3.1, 41.3.2, 41.3.3, and 41.3.4 the Company and an individual employee may agree on an alternative method of arranging ordinary hours of work.

#### **41.4 Hours of Work – Daywork**

- 41.4.1 The ordinary hours of work may be worked continuously between 7.00 a.m. and 6.00 p.m. except for meal breaks on any or all of the days of the week, Monday to Friday.
- 41.4.2 The hours of work of an employee may be altered by the Company within the spread of hours, after giving seven (7) day's notice to the employee.
- 41.4.3 Despite 41.4.2, the spread of hours in 41.4.1 may be fixed or altered for an employee or group of employees by mutual agreement between the Company and where employees are members of the union, the Union.

#### **41.5 Shiftwork Arrangements - *Airline Officers Only***

##### **41.5.1 Shifts per day and Week**

A shift worker must not work more than six shifts in any consecutive seven-day period, unless the Company and the employee or majority of employees concerned and where employees are members of the union an officer of the relevant Union agree.

##### **41.5.2 The ordinary hours for shiftworkers will not exceed:**

- (a) 8 in any shift, inclusive of meal breaks(as provided in clause 43.2.1);
- (b) 80 in 14 consecutive days, inclusive of meal breaks(as provided in clause 43.2.1);

- (c) 152 in 28 consecutive days, inclusive of meal breaks (as provided in clause 43.2.1).

Ordinary hours must be worked continuously, except for meal breaks, at the discretion of the Company.

#### **41.6 Shift work Arrangements – QFIT Only**

##### **41.6.1 Continuous shift work:**

- (a) Shift workers must work at such times as the Company may require.
- (b) Except at the regular changeover of shifts, a shift worker must not be required to work more than one shift in each 24 hours.
- (c) Unless otherwise agreed, a shift will consist of not more than eight hours, inclusive of meal time.
- (d) Twenty minutes will be allowed to shift workers each shift for a meal, which will be counted as time worked.
- (e) Ordinary hours for shift workers must not exceed:
  - (i) eight (8) in any one shift; or
  - (ii) forty-eight (48) in any one week; or
  - (iii) eighty-eight (88) in fourteen consecutive days; or
  - (iv) one hundred and sixty (160) in 28 consecutive days.

##### **41.6.2 Seven day shifts**

- (a) The ordinary hours of shift work must not exceed:
  - (i) For shifts of eight hours duration:
    - (a) eight (8) in any one day;
    - (b) forty-eight (48) in any one week;
    - (c) eighty-eight (88) in fourteen (14) consecutive days;
    - (d) one hundred and sixty (160) in 28 consecutive days.
  - (ii) For shifts of nine and a half hours duration:
    - (a) one shift in any one day;
    - (b) five (5) shifts in seven consecutive days;
    - (c) nine (9) shifts in fourteen consecutive days;
    - (d) thirteen (13) shifts in 21 consecutive days;
    - (e) sixteen (16) shifts in 28 consecutive days.
- (b) Ten hour shifts may be substituted for nine and a half hour shifts. The conditions applying to such substitution will be subject to prior agreement between the majority of employees in the relevant Section and the Company.

- (c) Twelve hour shifts may be worked in accordance with clause 41.12.

### **41.6.3 Non-continuous shift work**

The ordinary hours of shift workers not on continuous shift work or seven day shift work must not exceed:

- (a) forty in any week to be worked in five shifts of eight hours on Monday to Friday inclusive or five shifts of not more than eight hours and one shift (Saturday) of not more than four hours; or
- (b) eighty in fourteen consecutive days, in which case an employee must not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week; or
- (c) one hundred and twenty in 21 consecutive days, in which case an employee must not, without payment of overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

## **41.7 Shift Work Penalty Rates**

### **41.7.1 Airline Officers Only**

Subject to any arrangements entered into in accordance with clause 41.1 and 41.2, shift workers must be paid the following shift rates:

- (a) For all shifts worked on a Saturday - time and a half;
- (b) For all shifts worked on a Sunday - double time;
- (c) For all shifts worked on public holidays, except Christmas Day and Good Friday - double time;
- (d) For all shifts worked on Christmas Day and Good Friday - double time and a half.

### **41.7.2 QFIT Only**

Shift workers receiving an annual salary of up to the salary in Schedule 4.2 for the Overtime, Shift Loading and Penalty rate barrier must be paid the following shift loadings:

- (a) for all shifts worked on a Saturday - time and a half;
- (b) for all shifts worked on a Sunday - double time;
- (c) for all shifts worked on public holidays, except Christmas Day and Good Friday - double time;
- (d) for all shifts worked on Christmas Day and Good Friday - double time and a half.

## **41.8 Shift Loadings**

### **41.8.1 Airline Officers Only**

- (a) For all shifts worked between Sunday midnight to Friday midnight - the following loadings must be paid in addition to ordinary rates:
- (i) **Early morning shift** - (commencing at or after 4.00am and before 7.00am) - 15%
  - (ii) **Early morning shift** -(commencing between midnight and before 4.00am) - 22.5%
  - (iii) **Early morning shift (Mascot only)** (commencing at or before 6.00am) - 17.5%
  - (iv) **Afternoon shift** (finishing after 6.00 pm and at or before midnight) - 15%
  - (v) **Night shift** (finishing after midnight and at or before 8.00 am)- 22.5%
  - (vi) **Permanent Night Shift** (employees in Level 1 - 4 only) - 27.5% (Airline Officers only)
- (b) Employees engaged as shiftworkers and working in workplaces that received an early morning shift penalty of 22.5 % for 4.00 a.m. starts as at 30 June 2007, shall continue to receive the 22.5% shift penalty while they continue to be engaged at these workplaces, and commence early morning shifts at 4.00 am. Any other employee working on early morning shifts that commence at 4.00 am shall receive the allowance as provided in sub clause 41.8.1 (a) (i) ie: 15%, or 41.8.1(a)(iii) if applicable.
- (c) Employees who work afternoon and night shifts on weekends and public holidays must be paid an additional allowance per shift as outlined in Schedule 4.

#### **41.8.2 QFIT Only**

Shiftworkers receiving an annual salary of up to the salary in Schedule 4.2 for the Overtime, Shift Loading and Penalty rate barrier must be paid the following shift loadings:

- (a) For all shifts worked between 12.00 a.m. and 11.59 p.m. on Mondays through to Fridays - the following loadings will be paid in addition to ordinary rates:
- (i) early morning shift - 15% (commencing at or after 4.00 a.m. and before 7.00 a.m.);
  - (ii) early morning shift - 17.5% Mascot only (commencing at or before 6.00 a.m.);
  - (iii) early morning shift - 22.5% (commencing between midnight or before 4.00 a.m.);
  - (iv) afternoon shift - 15% (finishing after 6.00 p.m. and at or before midnight);
  - (v) night shift - 22.5% (finishing after midnight and at or before 8.00 a.m.).

- (b) In addition to the loadings set out in clause 41.7.2 and 41.8.2, an allowance per shift as outlined in Schedule 4 must be paid for all afternoon and night shifts worked on weekends and public holidays.

#### **41.8.3 Night Shift Loading - Airline Officers Only**

An employee who:

- (a) works night shift only during a period of engagement on shift work; or
- (b) remains on night shift for more than four consecutive weeks; or
- (c) works on a night shift which does not rotate with another shift or with day work so that the shift worker does not have at least one third of his or her working time off night shift in each roster cycle;

must be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.

#### **41.8.4 Night shift loading – QFIT Only**

A shift worker who:

- (a) works night shift only during a period of engagement on shift work; or
- (b) remains on night shift for more than four consecutive weeks; or
- (c) works on a night shift which does not rotate with another shift or with day work so that the shift worker does not have at least one third of his or her working time off night shift in each roster cycle;

must be paid single time plus a 30% loading for all time worked during ordinary working hours on such night shifts.

### **41.9 Shift Work Rosters**

#### **41.9.1 Airline Officers Only**

- (a) Shift workers must work at such times as the Company directs but:
  - (i) An employee must not be required to work more than one shift in 24 hours, except at the regular change-over of shifts.
  - (ii) An employee must have at least ten hours break between shifts. If any employee does not have a ten-hour break between shifts, the employee must be paid

at overtime rates until the employee is released from duty and has a ten hour break before resuming work.

- (b) Except at the regular changeover of shifts, an employee who is engaged in Levels 1-4 employed at the Perth International Airport must be granted at least twelve hours free of duty between the termination of the employee's ordinary duty at the end of one shift and the commencement of ordinary duty in the next. If an employee is required to resume ordinary duty prior to the expiry of twelve hours, the ordinary duty occurring in the twelve-hour period will be paid at overtime.
- (c) Shift work rosters must specify the starting and finishing times of ordinary working hours of the respective shifts and shall be posted to give at least seven days notice of any change. An exception to this is if the shift work roster has been varied by agreement between the Company and where employees are members of the union, an accredited representative of the Union for the area concerned. In this case, no notice is required.
- (d) If any shift worker is required to change his or her roster, the employee must be given at least two days notice of the change. If this notice is not given, the shift worker will be paid for the shifts worked during the two day period at the rate of double time.
- (e) The Company must give at least seven days notice to employees affected by changes in shift structure.

#### **41.9.2 QFIT Only**

- (a) Shift work rosters must specify the starting and finishing times of shifts.
- (b) An employee's rostered day off must be for at least 24 hours and, as far as practicable, at least 32 hours.
- (c) Shift work structure may be altered by the Company after giving seven days notice to the employee.

### **41.10 Afternoon and Night Shift**

#### **41.10.1 Airline Officers Only**

Shift workers who work on any afternoon or night shift work which does not continue for at least five consecutive afternoons or nights, shall be paid at the rate of time and a half.

*Note: In determining whether an afternoon or night shift does not continue for at least five consecutive afternoons or nights, it is the system of work that must be continuous and not the shift patterns worked by individual employees.*

#### **41.10.2 QFIT Only**

Shift workers who work on afternoon or night shift, which does not continue for at least five successive afternoons or nights (whichever is relevant) must be paid at the rate of time and a half.

*Note: In determining whether an afternoon or night shift does not continue for at least five consecutive afternoons or nights, it is the system of work that must be continuous and not the shift patterns worked by individual employees.*

#### **41.11 Calculation of Ordinary Hourly Rate**

##### **41.11.1 Airline Officers Only**

- (a) Except for employees who are paid a salary greater than the maximum in Senior Professional Level 1, the ordinary hourly rate is obtained by dividing the annual salary by 1976 and adding to the result the shift premium required by this clause.
- (b) The ordinary rate for calculating the shift premium for employees who are paid a salary greater than the maximum in Senior Professional Level 1 is outlined in Clause 82.

##### **41.11.2 QFIT Only**

- (a) Except with respect to overtime penalties and subject to 41.11.2(b), the ordinary hourly rate for the purpose of this clause is obtained by dividing the annual salary by 1976 and adding to the result the shift premium required by this clause.
- (b) If an employee's salary is in excess of the maximum amount specified in Level 7, the ordinary rate for calculating the shift premium is obtained by dividing the maximum of Level 7 salary by 1976.

#### **41.12 Twelve hour shift workers - QFIT Only**

- 41.12.1 Shift workers receiving an annual salary of up to the salary in Schedule 4.2 for the Overtime, Shift Loading and Penalty rate barrier working a rotating twelve-hour shift must receive a shift penalty of 33%.
- 41.12.2 For shift workers receiving an annual salary in excess of the salary in Schedule 4.2 for the Overtime, Shift Loading and Penalty rate barrier working a rotating twelve-hour shift, the ordinary rate for calculating the shift penalty will be based on the annual salary in Schedule 4.2 for the Overtime, Shift Loading and Penalty rate barrier.
- 41.12.3 No shift penalties must be paid for rostered days off, personal leave or long service leave.
- 41.12.4 The 33% shift penalty is compensation for the variable day/night shifts and for having to work Saturdays, Sundays and public holidays. It also reflects an averaging of standard shift penalties



over twelve months that would be payable under this clause (in Clauses 41.7.2 and 41.8.2).

- 41.12.5 The twelve-hour shift pattern is built over an eight week roster cycle and incorporates two four weekly blocks. The first block involves two-day shifts, two night shifts and three days off in each week. The second block involves two two-day shifts, one night shift and four days off, and two two-night shifts, one day shift and four days off.
- 41.12.6 If an employee takes a rostered day off, the employee will be rostered to work an average of 42 hours per week over an eight-week cycle. The employee will accrue two hours per week for six weeks to accumulate the equivalent of one twelve-hour shift. This accrual of time must be taken as a rostered day off. The rostered day off must be taken at a time determined by the Company within the roster period.
- 41.12.7 In addition to Clause 41.12.6 of this clause, an employee will accrue two hours per week for six weeks to accumulate the equivalent of one twelve hour shift. This accrual of time is to be considered time in lieu, and must be taken at a time determined by the Company within the roster period.

#### **41.13 Level 1-4 Shift Workers - Multi Start Allowance - Airline Officers Only**

If:

- 41.13.1 an employee is paid a Level 1-4 inclusive salary; and
- 41.13.2 is a shift worker who is required to work, in any roster week:
- one or more shifts; and
  - at starting times which are, in three or more cases, at least 30 minutes different each from the other,
  - the employee must be paid the allowance as outlined in Schedule 4 for starting times in excess of two.

The "Roster Week" is a period of 7 Calendar days set by the Company that coincides with the pay week.

#### **42. FLIGHT SIMULATOR INSTRUCTORS - AIRLINE OFFICERS ONLY**

42.1. Despite anything else contained in this agreement, the provisions of this clause apply only to Flight Simulator Instructors.

##### **42.2. Rosters**

- 42.2.1. The attendance and work performed will be based on simulator sessions and/or the appropriate duties.
- 42.2.2. Flight Simulator Instructors will work to a 14-day roster, prepared by the Company, within the simulator pattern ("the 14-day roster"). The roster will specify start and finish time for all shifts, and will take precedence over the 56-day simulator pattern.

- 42.2.3. Flight Simulator Instructors must attend simulator session/duties as set out in the 14-day roster. The sessions and duties may be varied within the prescribed shift.
- 42.2.4. Rosters will be constructed on the basis of 8-hour shifts.
- 42.2.5. The simulator pattern will identify the rostered day (20<sup>th</sup> day) off and planned annual leave.
- 42.2.6. The Company, a majority of employees concerned, and where the agreement affects a member of a Union, the relevant Union, may agree on alternative methods of arranging ordinary hours over a work cycle.

### **42.3. Notice of Shift Change**

- 42.3.1. If the Company alters, in accordance with this clause, a session or duty, within the published shift times, the Company will not be liable to pay any penalty payment. The Company must provide as much notice of the change as possible.
- 42.3.2. If the Company alters a session or duty, within 48 hours of the commencement of a shift, and an instructor must work prior to or beyond the published shift starting or finishing time, the instructor must be paid overtime rates for all time worked prior to or beyond the shift starting or finishing time.
- 42.3.3. If the Company alters a session or duty, within 48 hours of the commencement of a shift, and this change required an instructor to either:
  - (a) work beyond the published shift finishing time; and
  - (b) more than eight hours beyond the published starting time for the session or duty, or
  - (c) work before the published shift starting time; and
  - (d) more than eight hours prior to the published finishing time for the session or duty,

he or she must be paid double time for all hours worked up to the 48 hours notice, with a minimum payment of eight hours at double time.

### **42.4. Route Observation Flights**

- 42.4.1. To comply with Civil Aviation Authority requirements, flight simulator instructors must undertake route observation flights.
- 42.4.2. Route observation flights are allocated by the Company. They may be substituted for any rostered shift.
- 42.4.3. Flight Simulator Instructors who undertake route observation flights:
  - (a) must be paid in accordance with their published roster;

- (b) must be paid a flight allowance based on a block to block basis;
- (c) will not be paid overtime.

42.4.4. If a route observation flight is delayed:

- (a) a flight simulator instructor must be reimbursed for any accommodation and meal expenses incurred; and
- (b) if the delay impacts on a flight simulator instructor's next rostered shift, the flight simulator instructor will be entitled to a ten hour break before resuming his or her normal rostered duty. The block arrival time is the shift finishing time for the purpose of calculating the ten-hour minimum break entitlement.

#### **42.5. Meal Breaks**

Meal breaks must be taken either prior to the commencement of simulator sessions, or at the conclusion of the session as elected by the instructor.

#### **42.6. Minimum Break Between Planned Sessions**

A minimum break of twelve hours must be provided between the conclusion of one planned simulator session and the commencement of the next planned simulator session to be undertaken by a flight simulator instructor.

#### **42.7. Non-Session Simulator Shift**

Where a flight simulator instructor is not required for a session duty, on any day or shift, he or she must contact the Company prior to his or her published shift commencement time to ascertain whether he or she is required for duty. Where a flight simulator instructor is not required for duty, he or she may be released from duty at the discretion of the Company.

### **43. BREAKS**

#### **43.1. Meal breaks - day work**

Full-time employees working ordinary hours Monday to Friday inclusive must receive an unpaid meal break of between 30 minutes and one hour, at a time to be determined by the Company. An employee must not be required to work for more than five hours without a meal break. This time must be a time commencing between 10.00 a.m. and 3.00 p.m.

#### **43.2. Meal Breaks – Shiftwork**

43.2.1 Full time shift workers must be allowed a paid meal break of 30 minutes each shift which will be counted as time worked. An employee must not be required to work for more than five hours after commencing ordinary shift without a meal break.

43.2.2 In a shift of nine and a half hours or ten hours duration, a shift worker must receive a meal break between the end of the second hour and the end of the seventh hour.

43.2.3 Twelve hour shift workers are entitled to one paid meal break of 45 minutes in each shift, to be taken at a time to be determined by the Company at or about the middle of each shift.

### **43.3. Meal breaks - part-time employees**

Part-time employees working in excess of five ordinary hours on a day shall receive receive an unpaid (dayworkers) or paid (shiftworkers) meal break of 30 minutes (or 30 minutes to one hour if unpaid) at a time to be determined by the Company, provided that this break commences no later than five hours from commencement of duty. The 30 minute paid meal break for shiftworkers shall be counted as time worked.

## **44. OVERTIME**

### **44.1. Payment for Working Overtime – Daywork**

#### **44.1.1 Airline Officers Only**

Except as provided in clause 44.9.1, clause 44.10.1, clause 45.1, clause 46, and clause 53.5, all time worked outside ordinary hours must be paid for at the rate of time and a half for the first two hours and double time after that, such double time to continue until the completion of overtime worked.

#### **44.1.2 QFIT Only**

(a) Except as otherwise provided in clause 44.9.2, 44.10.2, 45.2, 46 and 53.5 of this Agreement, all time worked by employees, whether full-time or part-time, in Levels 1 to 7 outside ordinary hours must be paid for at the rate of time and a half for the first two hours and double time after that.

(b) The employee may choose to:

- (i) be paid the applicable overtime rate; or
- (ii) request time in lieu (calculated at ordinary time) with the time in lieu to be taken at a mutually agreed time.

(c) In computing overtime, each day's work will stand alone.

(d) No employee will be:

- (i) paid overtime;
- (ii) granted time in lieu of overtime; or
- (iii) paid associated meal allowances;

unless the overtime has been properly authorised beforehand.

(e) All time worked by employees classified above Level 7 outside ordinary hours will not be paid at overtime rates. However, the Company may provide paid time off to such employees. These employees are entitled to claim a meal allowance in accordance with Company policy.

### **44.2. Payment for Working Overtime - shiftwork**

#### **44.2.1 Airline Officers Only**

Except as provided in clause 44.9.1, sub clause 44.10.1, clause 45.1, clause 46 and clause 53.5, all time worked:

- (a) in excess of or outside ordinary hours; or
- (b) on a shift other than a rostered shift

must be paid for at the rate of double time, unless the time is worked for the purpose of effecting the customary rotation of shifts.

Overtime will not be paid if the time is worked by arrangement between the employees themselves, with the approval of the head of the section.

#### **44.2.2 QFIT Only**

- (a) Except as provided in clause 44.9.2, 44.10.2, 45.2, 46 and 53.5, if a shift worker works time in excess of or outside his or her ordinary hours of work, or on a shift which is not a rostered shift, the shift worker must be paid at the rate of double time for that work if:

- (i) employed on continuous work;
- (ii) employed on other than continuous shift work (except where the time is worked by arrangement between the employees themselves); or
- (iii) if employed on other than continuous work and required to continue work on their rostered day off.

- (b) Except for clause 44.11 the provisions of clauses 44.1.2, 44.2.2, 44.3.2, 44.4 and 44.5.2 Clause applies to shift workers.

- (c) Where an employee classified in Level 8 or above of this agreement, while working as a seven day continuous shift worker, works in excess of the normal hours of work prescribed by this agreement, pursuant to a requirement shown on their roster for the purpose of maintaining operational continuity, an allowance at the rate per month as outlined in Schedule 4.2 must be paid to that employee.

### **44.3. Calculating overtime penalty rates**

#### **44.3.1 Airline Officers Only**

- (a) The maximum hourly rate to be used must not be greater than the result of dividing the maximum salary of Level 9 by 1976.
- (b) In calculating overtime, each day's work will stand alone, except as otherwise provided for in this clause.

- (c) In calculating the number of hours worked per week, any leave with pay will be treated as time worked.

#### **44.3.2 QFIT Only**

- (a) In calculating overtime penalty rates for the purpose of this agreement, an employee's annual salary will be divided by 1976 to obtain the employee's ordinary hourly rate.
- (b) Overtime Barrier

The overtime barrier was set at the top pay point for Class 6, Level 4 in EBA III. This barrier was changed to the top of Level 7 in the translation of rates of pay in the Airline Operations – Salaried Staff – Qantas Information Technology Award 2003. That is, staff classified above this level will not receive additional payment for working overtime. The salary for the overtime barrier is outlined in Schedule 4.2.

#### **44.4. Rest period after overtime**

- 44.4.1 An employee who works so much overtime between the termination of his/her ordinary duty on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times shall, subject to this Clause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 44.4.2 If, on the instructions of the Company, the employee resumes or continues work without having had such ten consecutive hours off duty, he/she shall be paid double time until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 44.4.3 The employee may, by agreement with the Company, take time off in lieu of payment for overtime where the employee has not had a ten-hour break. The time off in lieu is to be calculated at single hours.

**(QFIT Only)**

#### **44.5. Recall to duty**

##### **44.5.1 Airline Officers Only**

- (a) If:
  - (i) an employee is recalled to work overtime after leaving the Company's premises; or
  - (ii) in the case of a shiftworker, after his or her normal finishing time

whether the employee is notified before or after leaving the Company's premises, the employee must be paid at the appropriate rate for a minimum of four hours work for each time the employee is recalled, whether or not the employee is actually required to perform four hours work.

- (b) If the employee works for more than four hours, the employee must be paid for the period actually worked.
- (c) This sub-clause does not apply if the overtime is continuous with the completion or commencement of ordinary working time (subject to a meal break).
- (d) If the actual time worked on recall is less than four hours, overtime worked under this clause is not regarded as overtime for the purposes of 44.4.

#### **44.5.2 QFIT Only**

- (a) If an employee is recalled to work overtime, whether notified before or after leaving the Company's premises, the employee must be paid at the appropriate rate for a minimum of four hours work, whether or not the employee is actually required to perform four hours work.
- (b) If the employee works for more than four hours, the employee must be paid for the period actually worked.
- (c) Instead of paying the employee for overtime, the Company by agreement with the employee, may choose to provide time in lieu (calculated at ordinary time) to be taken at the Company's direction.
- (d) This Clause does not apply:
  - (i) if overtime is continuous (subject to a meal break) with the completion or commencement of ordinary working time; or
  - (ii) if the recall to work is as a result of being contacted to provide After Hours Systems Coverage.

#### **44.6 Calculating Overtime - Airline Officers Only**

- 44.6.1 In calculating overtime, each day's work will stand alone, except as otherwise provided for in this clause.
- 44.6.2 In calculating the number of hours worked per week, any leave with pay will be treated as time worked.
- 44.6.3 Except in special circumstances, no employee must work overtime unless properly authorised by the Company.

#### **44.7 Meal Breaks on Overtime**

##### **44.7.1 Airline Officers Only**

- (a) If:
- (i) an employee is required for overtime duty in excess of one hour before the normal starting time or one hour after the usual finishing time, and
  - (ii) the overtime is continuous with ordinary working hours,
- the employee must be:
- given a meal break of 30 minutes before starting overtime either before or after working his or her ordinary hours, paid at the appropriate overtime rate of pay; and
  - paid the allowance as outlined in Schedule 4 or supplied with a suitable meal by the Company.
- (b) The time allowed for the meal break is not to be used in the calculation of overtime hours.
- (c) An employee and the Company may agree to vary this requirement for operational reasons but the Company will not be required to pay in respect of time allowed in excess of 30 minutes.
- (d) If an employee is required to work more than four hours overtime, the employee must be:
- (i) allowed a meal break of 30 minutes, paid at the appropriate overtime rate after each four hours of overtime; and
  - (ii) paid the allowance as outlined in Schedule 4 for the second and paid the allowance as outlined in Schedule 4 for each subsequent meal or be supplied with a suitable meal by the Company.

However, the Company and employee may agree that the employee may take a longer unpaid meal break.

An employee in Level 1-4 salary who works on a call in or on a rostered day off must be:

- (i) provided with a suitable meal by the Company; or
- (ii) paid a meal allowance as above

if four hours actual work is performed.

#### **44.7.2 QFIT Only**

If an employee, classified in Levels 1 to 7, is required to work more than one hour's overtime before their normal starting time or after their usual finishing time, the employee must be:



- (a) allowed a meal break of 30 minutes which must be paid for at the overtime rate of pay appropriate to the time at which the entitlement accrued. An employee and the Company may agree to vary this provision to meet the work circumstances provided that the Company will not pay for time allowed in excess of 30 minutes; and
- (b) paid a meal allowance as outlined in Schedule 4 or supplied with a meal by the Company.

#### **44.8 Transport Allowance – Overtime**

##### **44.8.1 Airline Officers Only**

- (a) If an employee finishes work at a time when the employee's usual or reasonable means of transport is not available, the Company must, at its expense:
  - (i) provide the employee with transport; or
  - (ii) pay the employee his or her current salary for the time taken to travel home.
- (b) If this clause applies to an employee, the transport allowance payable under 26.2 will not be paid.

##### **44.8.2 QFIT**

If an employee finishes work at a time when the usual or reasonable means of transport is not available, the company must, at its own expense, convey the employee to his or her home or lodging or pay an appropriate allowance.

#### **44.9 Time in Lieu of Overtime**

##### **44.9.1 Airline Officers Only**

- (a) An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company.
- (b) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate that is an hour for each hour worked.
- (c) The Company must, if requested by an employee, provide payment at the rate provided for the payment of overtime in the agreement, for any overtime worked under 44.9.1(a) if the time has not been taken within four weeks of accrual.

##### **44.9.2 QFIT Only**

- (a) Instead of paying the employee for overtime, the Company by agreement with the employee, may choose to provide time in lieu (calculated at ordinary time) to be taken at the Company's direction.

- (b) This Clause does not apply:
  - (i) if overtime is continuous (subject to a meal break) with the completion or commencement of ordinary working time; or
  - (ii) if the recall to work is as a result of being contacted to provide After Hours Systems Coverage.

#### **44.10 Overtime Barrier**

##### **44.10.1 Senior Professionals - Airline Officers only**

- (a) An employee employed in Senior Professional Level 1 will be entitled to overtime payments as set out in this clause at the maximum hourly rate set out in Clause 44.3.1.
- (b) Senior Professional Level 2 employees are above the overtime salary barrier.

##### **44.10.2 QFIT only**

The overtime barrier is set at the top pay point for Level 7 as provided at Schedule 3.3 (that is, staff classified above this level will not receive additional payment for working overtime).

#### **44.11 Reasonable Overtime**

- 44.11.1 Subject to clause 41.11.2 an employer may require an employee to work reasonable overtime at overtime rates.
- 44.11.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to;
  - (a) any risk to the employee's health and safety;
  - (b) the employee's personal circumstances including any family responsibility;
  - (c) the needs of the workplace or enterprise;
  - (d) the notice (if any) given by the employer of the overtime and by the employee of his/her intention to refuse it; and
  - (e) any other relevant matters.

#### **45. SUNDAY WORK**

##### **45.1 Airline Officers Only**

- 45.1.1 Employees required to work on Sundays must be paid for a minimum of four hours.
- 45.1.2 Employees who work on Sunday must:

- (a) be paid at the rate of double time for all time worked; or
- (b) with mutual consent, be given time off equal to the number of hours worked on the Sunday in lieu of paying the penalty. This time off must be given within 28 days of the Sunday worked, if practicable. If not practicable, the time in lieu may be added to the employee's annual leave. This does not apply to employees who are shiftworkers and who regularly work on Sundays and public holidays.

45.1.3 For employees occupying positions up to and including Level 4, the time in lieu must be at least 24 hours, and, as far as practicable, at least 32 hours.

45.1.4 An employee who works on a Sunday and (except for meal breaks) immediately thereafter continues such work shall, on being relieved from duty, be entitled to be absent until he/she has had ten consecutive hours off duty, without deduction of pay for ordinary time off duty occurring during such absence.

## **45.2 QFIT Only**

45.2.1 Employees other than shift workers required to work on Sundays must be paid for a minimum of four hours at the rate of double time.

45.2.2 By agreement between the employee and the Company, time in lieu (calculated at ordinary time) may be provided. The time in lieu must be taken at the Company's discretion.

45.2.3 Employees classified above Level 7 (other than those who are rostered as seven-day shift workers who are required to work on Sundays) are not entitled to receive the penalty payments provided for in this clause. However, the Company may provide paid time off in lieu for such employees.

45.2.4 Clause 44.5.2 of this agreement applies to day workers who work on a Sunday, except that the applicable penalty rate is double time.

## **46. MAKE UP TIME**

46.1 An employee may elect, with the consent of the Company, to work "make up time" under which the employee takes time off during ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the agreement.

46.2 An employee on shift work may elect, with the consent of the Company, to work "make up time" under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

## **PART 7 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **47. ANNUAL LEAVE**

#### **47.1. Annual Leave Accrual**

47.1.1. Annual Leave for employees (other than casual employees) shall accrue on an hourly basis and be credited at least every 4 weeks.

(a) For full time employees (ie: those employees whose ordinary hours are a nominal 38 hour week) this accrual rate shall be 152 hours for each twelve month's service.

(b) For part time employees annual leave will accrue on a proportionate basis according to the actual ordinary hours worked. The accrual rate shall be  $1/13^{\text{th}}$  of actual ordinary hours worked.

Subject to the operation of clause 47.2.2 and 47.2.3, this accrual equates to four calendar weeks of leave including non working days.

47.1.2. Seven day shift workers (i.e. shift workers who are rostered to regularly work Sundays and public holidays) are entitled to additional annual leave, as follows:

(a) for full time employees, 38 additional hours for each 12 months service;

(b) for part time employees, annual leave will accrue on a proportionate basis according to the actual ordinary hours worked. The accrual rate shall be an additional  $1/52^{\text{nd}}$  of ordinary hours worked.

Subject to the operation of clause 47.2.2 and 47.2.3 this equates to an additional one calendar week of leave including non working days.

47.1.3. Annual leave entitlement - rotating shift workers (*QFIT Only*)

Rotating shift workers are entitled to an additional 38 hours annual leave on full pay, credited at least every 4 weeks.

This equates to an additional calendar week of leave including non working days.

## **47.2. Payment for and debiting of annual leave**

47.2.1. Before going on annual leave, employees must be paid their ordinary rate of pay.

47.2.2. For part time employees this will be based on the average ordinary hours worked by the employee during the previous anniversary year (or, if the employee has less than 52 weeks service, payment will be based on an employee's projected roster), provided that periods of leave less than 7 consecutive calendar days will be based on the employee's projected roster.

47.2.3 For full-time employees who were part-time at any time in the previous anniversary year, the payment of annual leave will be based on either 47.2.2 above or the employee's projected roster for the period of annual leave. This payment will be at the election of

the employee, and this election will be made no later than 15 working days before the annual leave commences. If the employee does not make an election, the payment of annual leave will be based on the employee's projected roster.

47.2.4 The number of hours paid will be deducted from the employee's credited hours.

47.2.5 While on annual leave an employee must also be paid a holiday loading as follows:

- (a) For Airline Officer dayworkers, the lesser of:
  - (i) 17.5% of ordinary pay or;
  - (ii) an amount equal to average weekly earnings per employed male unit as published by the Australian Bureau of Statistics for the September Quarter in the year preceding the annual leave.
- (b) For QFIT Dayworkers, employees in Levels 1 to 10, and IT Administrators in Levels 1 to 8, must be paid holiday loading of 17.5%.
- (c) for full time shift workers, the greater of :
  - (i) the rate which they would ordinarily be paid including shift loadings; or
  - (ii) their ordinary time rate of pay plus a loading of 17.5%;
- (d) for part time shift workers the greater of:
  - (i) shift loadings on the projected roster based on the number of hours paid when on leave; or
  - (ii) the number of hours paid when on leave plus a loading of 17.5%.

### **47.3 Time of taking annual leave**

47.3.1. The taking of annual leave must be authorised by the Company and this authorisation will be subject to the Company's operational requirements.

47.3.2. In order to meet operational requirements:

- (a) a process of approval of annual leave will be administered by the Company. This process may include approving future blocks of annual leave;
- (b) generally annual leave will be taken in blocks of consecutive days;

- (c) the minimum notice to take annual leave will be four weeks. If the Company and employee agree, less than four weeks notice may be given.

47.3.3. The employee is entitled to take up to twelve months accrual in a single period at a time approved by the Company provided that the leave may be taken in shorter or single day periods, if approved by the Company.

47.3.4. Subject to 47.3.3, an employee must be given the opportunity to take annual leave accumulated and not taken in excess of 1/13<sup>th</sup> of ordinary hours worked in the preceding 104 weeks.

47.3.5. An employee must take annual leave accumulated and not taken in excess of 1/13<sup>th</sup> of ordinary hours worked in the preceding 52 weeks at a time fixed by the Company provided that any direction of leave credited after the lodgement of this agreement is subject to the provisions of the Act.

47.3.6. In the case of annual leave accrued prior to the commencement of this Agreement, the company may direct an employee to take annual leave. In this case, the Company must give at least four weeks notice (and six weeks, where practicable) to the employee of the commencement of the employee's annual leave. If the Company and employee agree, less than four weeks notice may be given by the Company.

#### **47.4. Annual Leave Exclusive of Public Holidays – shift workers**

47.4.1. If:

- (a) a public holiday occurs during an employee's period of annual leave; and
- (b) the employee would have worked on that public holiday if he or she was not on annual leave, and
- (c) the hours of annual leave are debited from the annual leave accrual.

The employee may elect to take a day off in lieu of the public holiday or be paid an additional eight hours' pay.

46.4.2. Annual leave exclusive of public holidays (*QFIT Only*)

If a public holiday falls within a non-shift worker's period of annual leave, the period of leave will be extended by one day for each such public holiday.

#### **47.5. Annual Leave to be Taken**

Except upon termination of employment, payment must not be made to employees by the Company in lieu of the employee taking annual leave.

#### **47.6. Annual Leave taken before due date**

47.6.1. The Company may allow annual leave to be taken by an employee before it has accrued.

47.6.2. If the employee's employment is terminated, the Company may deduct the cash equivalent of the unearned leave. This amount does not include any sums paid in respect of public holidays.

#### **47.7. Calculation of Continuous Service for Annual Leave**

For the purposes of this clause, service will be deemed to be continuous despite absences due to:

47.7.1. leave granted by the Company on account of the employee's personal injury or illness or other leave lawfully granted; or

47.7.2. any interruption or termination of the employment by the Company if that interruption or termination was done with the intention of avoiding the Company's obligation under this clause; or

47.7.3. any absence with reasonable cause proof of which lies with the employee.

#### **47.8 Purchased Annual Leave**

Company policies will provide an annual opportunity by which each full time and part time employee, after he or she has completed twelve months continuous service, may, subject to agreement with Qantas and in accordance with its policies participate in a scheme to purchase two additional weeks of annual leave. The terms and application of such policies will at all times be at the sole discretion of the Company.

#### **47.9 Proportionate Annual Leave on Termination**

Upon termination of employment employees must be paid for any accrued but untaken annual leave payments.

annual leave Payments made to shift workers on termination of employment will be at ordinary rates.

Holiday loading does not apply to any leave accrued since the employee's last anniversary date on termination.

### **48. PERSONAL LEAVE**

The provisions of this clause apply to full-time and regular part-time employees but do not apply to casual employees.

The entitlements of casual employees are set out in clause 22. **(Airline Officers only)**

#### **48.1. Definitions**

##### **48.1.1. Immediate family or household**

The entitlement to use personal leave for the purposes of carer's leave is subject to the person being either:

- (a) a member of the employee's immediate family; or
- (b) a member of the employee's household.

48.1.2. The term immediate family includes:

- (a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee.; and
- (b) child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

## **48.2. Amount of paid personal leave**

Paid personal leave is available to an employee, other than a casual employee, when they are absent:

- (a) due to personal illness or injury; or
- (b) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

## **48.3. Personal Leave will accrue and be taken in hours.**

48.3.1 For Full Time employees:

- (a) The rate of accrual for full time employees is as follows:
  - In the first year of service: 76 hours
  - In the second and each subsequent year of service: 114 hours
- (b) Leave accruing for the first year of service will be credited as follows:
  - 38 hours on commencement
  - a further 38 hours at the completion of 6 months service.
- (c) Leave accruing for the second and each subsequent year of service will be credited 1 year in advance, that is at the completion of the first and each subsequent year of service, 114 hours personal leave will be credited to the employee.

48.3.2 For Part Time employees the rate of accrual and credit is outlined in Clause 18, Part Time Employment.

**48.4** Personal leave may accumulate to a maximum of 52 weeks.

## **48.5 Effect of Workers' Compensation**

If an employee is receiving workers' compensation payments, they are not entitled to personal leave.



#### **48.6. Personal leave for personal injury or sickness**

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

#### **48.7. Personal leave to care for an immediate family or household member**

48.7.1. Subject to 48.7.2 and 48.7.3, an employee is entitled to use their personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.

48.7.2. The entitlement in 48.7.1 is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

48.7.3. (a) Except as provided for in 48.7.4, for a full time employee not more than 76 hours can be used in a year by an employee for the purposes set out in 48.7.1.

(b) Except as provided in 48.7.4, for a part time employee, in the second and each subsequent years of service no more than 2/3rds of the employee's personal leave credit under clause 18.8.4 for the current year may be used by an employee in that year for the purposes set out in 48.7.1. This restriction does not apply to the first year of service.

#### Example

*In accordance with 18.8.4, an employee who on average worked 25 ordinary hours per week in the previous year, is credited in advance with 75 hours of personal leave on the employee's anniversary date. During the 12 months following this credit, the employee may use up to 50 hours as carers' leave.*

*(This example assumes that the ordinary hours worked during the year does not exceed the average of 25 hours worked per week during the previous year).*

(c) These limits apply to the employee's total accrued personal leave which includes any untaken personal leave from the current year's entitlement and any untaken personal leave which has accumulated from previous years.

48.7.4. By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in 48.7.1, beyond the relevant limit set out in 48.7.3. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

## **48.8. Notice**

48.8.1. As soon as reasonably practicable, which except in exceptional circumstances is no later than 2 hours from the commencement of the absence, an employee shall inform his or her supervisor of the inability to attend for duty due to personal illness or injury.

48.8.2. The notice must include:

- (a) the nature of the injury or illness (if known); and
- (b) how long the employee expects to be away from work.

48.8.3. When taking leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the employee must give prior notice to the employer, including:

- (a) the name of the person requiring care and support and their relationship to the employee;
- (b) the reasons for taking such leave; and
- (c) the estimated length of absence.

If it is not practicable for the employee to give the employer prior notice of the absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of the absence.

## **48.9 Evidence Supporting Claim**

48.9.1. When taking sick leave, the employee must, if required by the employer, establish by production of a certificate from a registered health practitioner where practical, or if not a statutory declaration, advising that the employee was, is or will be unfit for work because of a personal illness or injury.

48.9.2. Once the employee has had four days of personal leave as sick leave in any one year, or more than the three consecutive days of personal leave as sick leave, the employee must provide the employer with a certificate from a registered health practitioner where practical, or if not a statutory declaration, advising that the employee was, is or will be unfit for work because of a personal illness or injury for any other day or days of personal leave in that year.

48.9.3. When taking leave to care for members of his/her immediate family or household who are sick and require care and support, the employee must, if required by the employer, establish by production of a certificate from a registered health practitioner, or a statutory declaration, the nature of the illness of the person concerned and that such illness requires care by the employee.

48.9.4. When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory

declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

#### **48.10 Personal leave and annual leave**

If an employee takes personal leave, due to illness or injury, while on annual leave, and provides the employer with satisfactory medical evidence, the employee may be granted additional annual leave equivalent to the period of personal leave. The additional annual leave may be granted at a time convenient to the employer and the employee. The period of personal leave within the annual leave must be recorded as personal leave.

#### **48.11 Personal leave and Public Holidays**

Leave under this clause is exclusive of public holidays.

#### **48.12. Unpaid personal leave**

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days of unpaid leave per occasion, provided the requirements of 48.8 and 48.9 are met.

#### **48.13. Casual employment**

Casual employees are entitled to not be available to attend work or to leave work in certain circumstances as set out in clause 22.

### **49. BEREAVEMENT LEAVE**

The provisions of this clause apply to an employee other than a casual employee. The entitlements of casual employees are set out in clause 22.

#### **49.1. Paid leave entitlement**

##### **49.1.1. Entitlement**

A full-time employee is entitled to up to 3 consecutive working days bereavement leave on each occasion at base pay against an employees projected roster and on production of satisfactory evidence (if required by the employer) of the death of either a member of the employee's immediate family or household.

##### **49.1.2. Close Relative**

In the event of a death of other close relatives of the employee, one day's leave may be granted by the Company on production of satisfactory evidence.

##### **49.1.3. Unpaid bereavement leave**

An employee may take unpaid bereavement leave by agreement with the employer.

## 50. PARENTAL LEAVE

**Note: clause 50 should be read in conjunction with the relevant provisions in the National Employment Standards**

### 50.1 Entitlement

- 50.1.1. Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.
- 50.1.2. The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.
- 50.1.3. An eligible casual employee means a casual employee:
- (a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
  - (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- 50.1.4. For the purposes of this clause, continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence). **Airline Officers Only**
- 50.1.5. An employer must not fail to re-engage a casual employee because:
- (a) the employee or employee's spouse is pregnant; or
  - (b) the employee is or has been immediately absent on parental leave.
- 50.1.6. The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

### 50.2. Definitions

- 50.2.1. For the purposes of this clause child means a child of the employee under school age, or a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- 50.2.2. Subject to clause 50.2.3 hereof, in this clause, spouse includes a de facto or former spouse.
- 50.2.3. In relation to clause 50.11 hereof, spouse includes a de facto spouse but does not include a former spouse.

### 50.3. Definitions ( *QFIT Only* )

50.3.1. Continuous service means service under an unbroken contract of employment and includes:

- (a) any period of leave taken in accordance with this clause;
- (b) any period of part-time employment worked in accordance with this clause;
- (c) any period of leave or absence authorised by the Company or by this agreement; or
- (d) any period of unbroken service as a replacement employee.

#### **50.4. Basic entitlement**

50.4.1. After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

50.4.2. Subject to 50.9.6 hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- (a) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
- (b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

50.4.3 A female employee will receive the first twelve weeks of any maternity leave she is entitled to under clause sub clause 50.4.1 as paid leave.

Paid leave under this clause will be at the employee's base salary. For a part time employee, this shall be based on average ordinary hours as calculated in 47.2.2.

#### **50.5. Variation of the period of parental leave**

50.5.1. Provided that the maximum period of parental leave does not exceed the period provided for in clause 50.4.1 an employee may apply to the Company to extend the period of parental leave on one occasion, or on more than one occasion if the Company agrees.

50.5.2. The employee must give at least four weeks written notice to the Company of the period by which the leave is to be extended, unless otherwise agreed.

50.5.3. The period of parental leave may, with the consent of the Company, be shortened by the employee giving at least fourteen days written notice of the period by which the leave is to be shortened.

#### **50.6. Right to request**

50.6.1. An employee entitled to parental leave pursuant to the provisions of clause 50.4 may request the employer to allow the employee:

- (a) to extend the period of simultaneous unpaid parental leave provided for in clauses 50.4.2 (a) and 50.4.2 (b) up to a maximum of eight weeks;
- (b) to extend the period of unpaid parental leave provided for in clause 50.4.1 by a further continuous period of leave not exceeding 12 months;
- (c) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

50.6.2. The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service. The employer will not unreasonably refuse the employee's request for 104 week's parental leave.

#### **50.7. Employee's request and employer's decision to be in writing**

The employee's request and the employer's decision made under clauses 50.6.1(b) and 50.6.1 (c) must be recorded in writing.

#### **50.8. Request to return to work part-time**

Where an employee wishes to make a request under clause 50.6.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

#### **50.9. Maternity leave**

50.9.1. An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

- (a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least ten weeks;
- (b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.

50.9.2. When the employee gives notice under 50.9.1(a) hereof the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her

spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

50.9.3. An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

50.9.4. Subject to clause 50.4.1 hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

50.9.5. Where an employee continues to work within the six week period immediately prior to the expected date of birth, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

**50.9.6. Special maternity leave**

(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

(b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

50.9.7. Where leave is granted under clause 50.9.4 hereof, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

**50.10. Paternity leave**

50.10.1. An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

- (b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- (c) except in relation to leave taken simultaneously with the child's mother under clauses 50.4.2(a), 50.4.2(b) and 50.6.1(a), a statutory declaration stating:
  - (i) he will take that period of paternity leave to become the primary care-giver of a child;
  - (ii) particulars of any period of maternity leave sought or taken by his spouse; and
  - (iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

50.10.2. The employee will not be in breach of clause 50.10.1 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

#### **50.11. Adoption leave**

- 50.11.1. The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 50.11.2. Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
  - (a) the employee is seeking adoption leave to become the primary care-giver of the child;
  - (b) particulars of any period of adoption leave sought or taken by the employee's spouse; and
  - (c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 50.11.3. An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- 50.11.4. Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 50.11.5. An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier



or later placement of a child, the death of a spouse, or other compelling circumstances.

- 50.11.6. An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

#### **50.12. Parental leave and other entitlements**

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 50.6.

#### **50.13. Transfer to a safe job**

Subject to the provisions of the Act:

- 50.13.1 where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 50.13.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

#### **50.14 Returning to work after a period of parental leave**

- 50.14.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 50.14.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 50.14, the employee will be entitled to return to the position they held immediately before such transfer.
- 50.14.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

#### **50.15 Replacement employees**

- 50.15.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 50.15.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

#### **50.16 Communication during parental leave**

- 50.16.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
  - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 50.16.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 50.16.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 50.16.1.

#### **51. COMMUNITY SERVICE LEAVE**

- 51.1 This clause of the Agreement supplements the provisions of the NES which deal with Community Service Leave.
- 51.2 An Employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period to undertake eligible community service.
- 51.3 Eligible community service activity means jury service or voluntary emergency management activities as defined by the NES.

#### **51.4 Notice**

An Employee who wants an absence from his or her employment to be covered by this clause must give the Company notice of the absence as soon as practicable and must advise the expected period of the absence.

#### **51.5 Reimbursement for Jury Service**

51.5.1. If an employee is required to attend for jury service during the employee's ordinary working hours, the Company must pay the employee the difference between:

- (a) the amount the employee received for his or her attendance for jury duty; and
- (b) the amount of single time pay he or she would have received if he or she had been at work.

## **51.6 Notification of Jury Service**

If an employee is required to attend for jury service, the employee must notify the Company as soon as possible of the date on which the employee is required to attend for jury service.

## **51.7 Proof of attendance at Jury Service**

If an employee is required to attend for jury service, the employee must provide the Company:

- (a) proof of his or her attendance;
- (b) the duration of the attendance; and
- (c) the amount received for the jury service.

## **52. LONG SERVICE LEAVE**

52.1.1. Entitlements to long service leave will be determined by respective state or federal legislation. Despite this legislation, an employee who:

- (a) is employed by the Company; and
- (b) has completed ten years of continuous service with the Company

may apply to the Company for long service leave at half pay for a period up to twice the employee's period of entitlement.

52.1.2. The Company may, in its discretion, and subject to operational requirements grant such long service leave at half pay.

52.1.3. Long service leave taken pursuant to this clause is deemed to be long service leave for the purposes of the relevant State and/or Federal legislation.

## **53. PUBLIC HOLIDAYS**

### **53.1. Prescribed Public Holidays**

Employees, other than casual employees, are entitled to the following public holidays without loss of pay:

53.1.1. New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Eight Hour's Day or Labour Day, Anzac Day, Christmas Day, and Boxing Day (except in South

Australia, where employees are entitled to Commemoration Day);  
and

53.1.2. one other day on the day fixed as follows (unless an alternate day is agreed to by the Company and where affected employees are members of the union, the Union):

- (a) Victoria - Cup Day;
- (b) New South Wales - August Bank Holiday;
- (c) South Australia - third Monday in May;
- (d) Western Australia - Foundation Day;
- (e) Tasmania - Regatta Day in Southern Tasmania and Recreation Day in Northern Tasmania;
- (f) Other Areas - the appropriate Show Day; or

53.1.3. another day that is generally observed in the locality as a substitute for the above days.

### **53.2. Additional Public Holidays**

53.2.1. If:

- (a) an additional public holiday is gazetted within a State, Territory or locality by the relevant Government, Authority or order, and
- (b) the holiday is observed generally by people in that State, Territory or locality,

that day will be deemed to be a holiday for the purposes of this agreement, for employees employed in that State, Territory or locality.

### **53.3. Certain Public Holidays and Weekends**

53.3.1. When Christmas Day is a Saturday or a Sunday, 27 December shall be observed as the public holiday in lieu of the prescribed day. In relation to an employee whose ordinary hours are regularly rostered to be worked on a Saturday or Sunday, when substitution occurs because Christmas Day falls on a weekend, the ordinary hours worked on 25 December will attract an additional loading of half a normal day's wage for a full day's work in addition to the Saturday or Sunday loading. In relation to Saturday the total rate is double time and for Sunday, double time and a half. The employee is also entitled to the benefits of the substituted public holiday.

53.3.2. When Boxing Day falls on a Saturday or Sunday, 28 December shall be observed as the public holiday in lieu of the prescribed day

- 53.3.3. 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.

#### **53.4. Substituted Holidays**

- 53.4.1. The Company may agree to substitute another day for any public holiday prescribed in this clause, if:
- (a) the union(s) which are party to this agreement agree; or
  - (b) an employee or a majority of the affected employees agree.
- 53.4.2. If the agreement is pursuant to 53.4.1(b) with a majority of affected employees, the agreement must be recorded in writing and be available to all affected employees and the union.
- 53.4.3. Any dispute about the substitution of a public holiday must be addressed in accordance with the Disputes Settlement Procedure in clause 15 of this Agreement.

#### **53.5. Payment for Working on Public Holidays**

- 53.5.1. Employees required to work on public holidays must be paid for a minimum of four hours. If more than four hours are worked, the employee must be paid for the period actually worked.
- 53.5.2. Day workers who work on public holidays must:
- (a) be paid at the rate of double time and a half for all time worked; or
  - (b) with mutual consent, may be given time off equal to the number of hours worked on the public holiday in lieu of paying the penalty rate. This time off must be given within 28 days of the public holiday worked, if practicable. If not practicable, the time in lieu may be added to the employee's annual leave. This does not apply to employees who are shiftworkers and who regularly work on Sundays and public holidays.
  - (c) For employees employed in Levels 1– 4 Airline Officers, the day off in lieu shall comprise at least 24 hours and as far as practicable, not less than 32 hours.
  - (d) For QFIT Employees classified above Level 7 (and other than those who are rostered as seven day shift workers who are required to work on public holidays in accordance with this clause) are not entitled to receive the penalty payments provided for in this clause. However, the Company may provide paid time off in lieu for such employees.
- 53.5.3. An employee who works on a public holiday and (except for meal breaks) immediately thereafter continues such work shall, on being relieved from duty, be entitled to be absent until he/she has had ten

consecutive hours off duty, without deduction of pay for ordinary time occurring during such absence.

- 53.5.4. Shift workers who work on public holidays (except Christmas Day and Good Friday) must be paid at the rate of double time for all time worked on such public holidays. On Christmas Day and Good Friday, shift workers who work must be paid at the rate of double time and a half for all time worked on those days.

### **53.6. Rostered day off falling on a public holiday**

- 53.6.1. If a shift worker is rostered off on a public holiday, the shift worker is entitled to a day off in lieu, to be paid at ordinary time, and to be taken on a day agreed between the Company and the shift worker, which may if agreed, include adding the days to a period of annual leave.
- 53.6.2. The day or days off may accumulate up to the time the employee takes 5 consecutive days of annual leave. When the employee takes 5 consecutive days of annual leave, the day or days not agreed to be taken by the end of the period of the leave must be paid out at the single time rate of pay to a balance of two (2).

## **PART 8 – COMPULSORY REDUNDANCY**

### **54. CONSULTATION**

- 54.1.1. The Company and where the redundancy impacts a member of the ASU, the ASU agree to seek to manage all necessary staff reductions in a manner aimed at minimising the need for redundancies. Only after these means have been exhausted will a redundancy program be embarked upon.
- 54.1.2. Notwithstanding any obligations for notification that accrue as a result of the Act, where the Company decides to terminate the employment of employees on account of redundancy, then as soon as practicable after so deciding, and before the terminations take place, employees and where the redundancy impacts a member of the ASU, the ASU will be advised of the decision, together with:
- (a) The terminations and the reasons for them;
  - (b) The number and categories of employees likely to be affected, and;
  - (c) The time when, or the period over which, the Company intends to carry out the terminations.
- 54.1.3. Further, prior to termination of employment and prior to the final determination, the Company will meet as a minimum its Statutory Obligations to consult employees and where the redundancy impacts a member of the ASU, the ASU on measures to avert or minimise the terminations, and implement measures (such as finding alternative employment) to mitigate the adverse effects of the terminations.

54.2. Before implementing compulsory redundancy Qantas will investigate, provide information to and consult with the ASU on the following options:

- (a) Redeployment to another position and opportunity for “job swaps” where there is a reasonable skill and location match;
- (b) Employees taking extended leave and exhausting accumulated leave;
- (c) Employees taking periods of unpaid leave;
- (d) Full-time employees converting to part-time;
- (e) Full-time employees converting to job share; and
- (f) A process of expressions of interest in which a suitable number of volunteers may be found.

These options may be investigated concurrently.

In the case of Qantas Information Technology Limited, expressions of interest will only be relevant where only a proportion of positions with the same skill set are being abolished. QFIT will consult with the ASU specifically around the issue of whether expressions of interest are appropriate.

54.3. The redundancy program shall have regard to:

- (a) Retaining an age, skill and experience balance within areas of employment in each employment category;
- (b) No discrimination against employees; and
- (c) Special efforts to minimise retrenchment of apprentices or trainees.

The Company will consult with the ASU where the redundancy impacts a member of the ASU, on the process to be adopted on a case by case basis.

## **55. NOTICE PERIOD**

Notice will be in accordance with the relevant provision, and/or the provisions of the Fair Work Act 2009, provided that not less than four (4) weeks’ notice must apply to all employees.

## **56. REDUNDANCY PAYMENTS**

56.1. For redundancy under the terms of this Clause, the following package shall apply:

- (a) Three (3) weeks’ pay for each year of service up to and including five (5) year’s service, with a minimum of four (4) weeks’ pay;
- (b) Four (4) weeks’ pay for each completed year of service in excess of five (5) years; and
- (c) Pro-rata payment for each completed month of service.

(d) The above-mentioned payments do not include payments in lieu of notice.

56.2. Any redundancy payments for full time employees who convert to part time will continue to be calculated on full time equivalent hours salary with the period of service being adjusted to reflect hours actually worked.

## **57. PAY CALCULATION FOR REDUNDANCY PAYMENTS**

For the purposes of this Clause, "Pay" shall be paid at the ordinary time rate described in the relevant agreement or agreement and shall include regular weekly payments, such as service increments and supervisory allowances, but shall exclude shift, overtime and extraneous payments.

## **58. MAXIMUM REDUNDANCY PAYMENT - AIRLINE OFFICERS ONLY**

58.1. **Part 1:** This component shall only be available to employees who commenced their employment on or prior to 16 October 1996

58.1.1. The then value of an employee's accumulated redundancy payments as at 16 October 1996 shall be frozen in money terms and increased by 2% per annum for each year of service after 16 October 1996. To this amount shall be added any redundancy payments that accrue under the new redundancy scheme (see Part 2) for service from 16 October 1996. An employee's actual date of commencement of service will be used to calculate any redundancy payments under Part 2 (that is, for the purpose of determining whether 3 weeks or 4 weeks pay per year of service applies under clause 56.1 for the calculation under Part 2).

58.2. **Part 2:** Applies to Employees engaged after 16 October 1996 and to service after 16 October 1996 for employees engaged on or prior to 16 October 1996

58.2.1. The new redundancy scheme shall apply to all employees. The maximum benefit for redundancy pay under the new redundancy scheme shall be ninety five (95) weeks pay exclusive of notice periods.

## **59. MAXIMUM REDUNDANCY PAYMENT – QFIT ONLY**

59.1. **Part 1:** This component shall only be available to employees who commenced their employment on or prior to 19 May 1997

59.1.1. The then value of an employee's accumulated redundancy payments as at 19 May 1997 shall be frozen in money terms and increased by 2% per annum for each year of service after 19 May 1997. To this amount shall be added any redundancy payments that accrue under the new redundancy scheme (see Part 2) for service from 19 May 1997. An employee's actual date of commencement of service will be used to calculate any redundancy payments under Part 2 (that is, for the purpose of determining whether 3 weeks or 4 weeks pay per year of service applies under clause 56.1 for the calculation under Part 2).

59.2. **Part 2:** Applies to Employees engaged after 19 May 1997 and to service after 19 May 1997 for employees engaged on or prior to 19 May 1997



59.2.1. The new redundancy scheme shall apply to all employees. The maximum benefit for redundancy pay under the new redundancy scheme shall be ninety five (95) weeks pay exclusive of notice periods.

## **60. ANNUAL LEAVE LOADING**

Accrued annual leave credits, including pro-rata leave due at the date of termination, will be paid at the greater of the annual leave loading (17.5%) or the projected shift penalties pertaining to the individual.

## **61. LONG SERVICE LEAVE**

Pro-rata long service leave shall be paid to employees with more than twelve (12) months' continuous service. For the purpose of these provisions, long service leave will be applied in accordance with the amount provided under the Company's long service leave provisions.

## **62. SUPERANNUATION**

Superannuation payments will be as per Company Plan rules, plus full vesting of the Company's contributions with interest where not already applicable.

## **63. PRESERVATION**

It will be necessary to comply with the Government's regulations in respect of the preservation of Superannuation benefits.

## **64. EMPLOYEE TRAVEL**

See Staff Travel Policy manual.

## **65. REDEPLOYMENT**

65.1. To Other Duties. Where an employee has been redeployed to a lower paid position, the employee shall be given four (4) weeks' notice of transfer and receive salary maintenance (being the difference between the former ordinary time rate and the new lower rate) for a period of six months following the transfer.

65.2. To Other Ports. Where the Company offers and the employee accepts redeployment requiring a change of domicile, e.g. Sydney to Perth, Cairns to Brisbane, the employee shall be entitled to normal transfer costs in accordance with Company policy.

## **66. COMPANY CERTIFICATE OF SERVICE**

A statement of service will be issued to each redundant employee, indicating the employee's length of service and that he/she was retrenched from the Airline. This certificate can be collected from the Company on the employee's last day of employment.

## **67. NOTIFICATION TO THE RELEVANT AUTHORITIES**

The Company shall notify the relevant authorities as soon as possible of relevant information in respect of those employees' compulsory retrenchment and arrange visits as required by the relevant authorities to appropriate Company premises.

## **68. OUTPLACEMENT SERVICES**

The Company will provide outplacement service for all retrenched employees. The level of outplacement service provided will be determined by the Company in consultation with the relevant authorities and will include a detailed work history of the employee and assistance towards the preparation of CV's. Where practicable, outplacement services will be provided during the period of special paid leave and prior to cessation of employment with the Company.

## **69. FINANCIAL COUNSELLING**

- 69.1. All employees nominated for retrenchment will be provided with a detailed estimate of the redundancy pay and superannuation entitlements, at the time of their nomination.
- 69.2. Employees who are retrenched will have access to financial counselling.
- 69.3. Where practicable, financial services will be provided to the employee during the period of special paid leave.
- 69.4. Where practicable, this service will be provided on Company premises.

## **70. WELFARE SERVICES**

The services of the Company's Employee Assistance Counsellors will be available on request for an appropriate period to any employee compulsorily retrenched.

## **71. REVIEW RIGHTS**

An employee who receives notice of redundancy and wishes to continue working for the Company may apply for a review of the decision within four (4) working days of receiving that notice. The Company shall complete the review process within two weeks. The notice period shall be suspended for the period of the review.

## **72. RE-EMPLOYMENT**

- 72.1. A retrenched employee will be given preference for re-employment where a vacancy is advertised externally, subject to meeting the requirements of the position.
- 72.2. This provision shall not apply where an employee has rejected suitable and reasonable redeployment. Where redeployment has been rejected, a Qantas employee is ineligible to be offered re-employment under the terms of this clause until a period of twelve (12) months has elapsed from the employee's date of retrenchment on account of redundancy.

- 72.3. This twelve (12) month period does not apply to redundant employees seeking employment with Qantas as casuals under the Casuals clause 22 of this Agreement.

### **73. SAVINGS**

Nothing contained within this Agreement shall reduce any agreement or statutory protections with respect to redundancy related arrangements unless otherwise expressly agreed by exchange of correspondence.

## **PART 9 – SPECIAL CONDITIONS FOR SENIOR PROFESSIONAL LEVELS 1 AND 2**

### **74. CLASSIFICATION STRUCTURE**

- 74.1. With effect from 1 February 2002 EBA 5 established Senior Professional Levels 1 and 2, replacing the previous Levels 10 – 13.

74.1.1. Senior Professional Level 1 replaces the previous Levels 10 and 11.

74.1.2. Senior Professional Level 2 replaces the previous Levels 12 and 13.

74.1.3. The Senior Professional Levels comprise a minimum and maximum base salary.

### **75. 20TH DAYS**

- 75.1. Employees Classified at Levels 10 – 13 as at 31 January 2002

75.1.1. Employees who were classified at Levels 10 – 13 immediately prior to the establishment of the senior Professional levels at 31 January 2002 had two options in relation to 20<sup>th</sup> days:

(a) 20<sup>th</sup> days ceased and base salary was “grossed up” by 5% in compensation for the two additional hours above 38 per week. The accumulated balance of the 20<sup>th</sup> days were paid out and/or taken as leave within 12 months from the date that the salary is “grossed up” in lieu of 20<sup>th</sup> days.

(b) 20<sup>th</sup> days were retained, and there was no “gross up” of salary by 5%. The employee continues to work 38 hours per week. The option to “gross up” salary by 5% and cease 20<sup>th</sup> days may be exercised at any time after 31 January 2002. However, once exercised, this position cannot be reversed.

- 75.2. Employees Classified at Levels 1 to 9 as at 2 February 2002 and subsequently promoted to Senior Professional Level 1 or 2.

75.2.1. Employees who were classified at Levels 1 to 9 as at 2 February 2002 and who are subsequently promoted to Senior Professional Level 1 or 2 will have the option of:

- (a) retaining their 20th days for 12 months following the date of effect of his/her promotion; or,
- (b) ceasing to accrue 20th days and “grossing up” salary by 5% in compensation for the two additional hours worked per week at any time within the 12 months following the date of effect of his/her promotion.

75.2.2 At the expiry of the 12 months the date of effect of his/her promotion the employee will lose access to 20<sup>th</sup> days and the hours of work will become 38 per week plus an additional 2 hours. The additional two hours being compensated by the 5% “gross up” (as provided for in the applicable pay scale included at Schedule 4.2).

### **75.3. All Other Employees**

75.3.1. An employee employed by Qantas after 1 February 2002 who is employed in, or subsequently employed in, Senior Professional Level 1 or 2, will not have access to 20th days once he/she moves in to Senior Professional Level 1 or 2. The employee will have base salary “grossed up” by 5% in compensation for the two additional hours worked per week. The hours of work will become 38 per week, plus an additional 2 hours.

75.3.2. In other words, these employees would automatically move to column 1 for Day workers or Shift workers (as applicable) outlined in Schedule 3.2.

## **76. LEAVE LOADING**

### **76.1. Day workers**

76.1.1. For day workers only, leave loading has been “grossed up” into the applicable salary included at Schedule 3.2.

76.1.2. At the time that an employee is promoted to a Senior Professional level, or moves on a permanent basis from a Senior Professional Shift position to a Senior Professional day work position, any existing accrued leave loading he or she has will be paid out. The payout amount will equal the annual leave loading payment that the employee would have received if he/she had taken his/her accrued leave immediately prior to the promotion.

### **76.2. Shift workers**

An employee employed as a shift worker will be paid annual leave loading or shift penalties in accordance with sub-clause 47.2.5 (c), and will not receive “gross up” of the leave loading.

## **77. SALARY REVIEW**

### **77.1. Salary Range Adjustment**

The salary ranges outlined in Schedule 3.2 will be adjusted by EBA increases, comprising:

- 3% from the first full pay period commencing on or after 1 July 2010.
- 3% from the first full pay period commencing on or after 1 July 2011.
- 3% from the first full pay period commencing on or after 1 July 2012.

#### **77.2. Salary Adjustment “Pool”**

There will be a single pool for all employees in Senior Professional Levels 1 and 2.

The Salary Adjustment Pool will comprise:

- 1) EBA increases as and when awarded; and,
- 2) 1% of base salary for all Senior Professional Level 1 and 2 employees calculated immediately prior to the annual payment.

If an EBA wage increase in future EBA's is paid other than annually, the timing of point 2 above, as well as the timing of the salary adjustment for the Senior Professional Levels, will need to be renegotiated.

Salary adjustments for each employee will be determined annually.

Distribution of the pool to each employee will be via the Performance Planning and Review (PP&R) process.

The pool will be fully expended annually (that is, no later than November of each year).

#### **78. SALARY PROGRESSION**

78.1. Annual reviews will be based on performance assessed via the PP&R process and every employee in the Senior Professional Level 1 and 2 will participate in the annual PP&R.

78.2. The period over which performance will be measured will be from the date from which an employee's objectives are agreed through to the end of the general PP&R process, being 30 June of each year.

78.3. Objectives for each employee's PP&R review will be set up at the beginning of the PP&R process. These objectives will be set by 30 September of each year. The exceptions to this will be for new employees to the Senior Professional ranges after October and employees who are on extended leave during the appraisal period: in both these situations employees will have their objectives set within thirty days of either their commencement or return to duty. Objectives will be agreed between the parties.

78.4. Where objectives are not set by a manager as outlined above, the employee will receive an automatic performance pay increase as if he/she has received a Score of 4, as set out in clause 79.1. Qantas reserves the right to withhold a performance pool payment to any employee who attempts to undermine the process of objectives being set.

- 78.5. Provided that where an employee is on extended leave, such that despite the best efforts of both parties objectives cannot be set, then the employee will receive the greater of the EBA increase or the increase applicable to the PP&R score received in the previous 12 months.
- 78.6. The cash component of any performance adjustment to an employee will be pro rated for any part of the appraisal period that the employee is on leave that does not count as service (i.e. counts for the purpose of Long Service Leave accruals).
- 78.7. The PP&R review will occur by **30 June** each year.

## **79. SALARY ADJUSTMENT AMOUNT**

- 79.1. Salary adjustment will be dependent on the scores achieved in the PP&R as follows:
- |              |   |
|--------------|---|
| Score 4 or 5 | “Outstanding/Exceeds expectations” increase greater than EBA outcome;                                       |
| Score 3      | “Meets expectations” increase no less than the EBA outcome;   |
| Score 1 or 2 | “Partially meets expectations/Does not meet expectations” increase is less than the EBA (but not negative). |
- 79.2. Subject to the provisions below, the same PP&R score will attract the same outcome across the whole Senior Professional Level 1 and 2 range.
- 79.3. Salary adjustment payments will take effect from 30 September each year. Should the EBA increase not be finalised by this date, the 1% performance pay pool will be expended and any subsequent EBA increases will be backdated to 30 September. Provided that no increase will be backdated for a greater or lesser period than any backdating available for Levels 1 – 9.
- 79.4. That part of a Salary Adjustment Amount up to or equal to the level of the annual EBA wage increase will be applied to base salary (note that any “red circled” amount is included in base salary on translation as per clause 80).
- 79.5. Any further increase, over and above the EBA increase, will be applied as 50% to the base salary and 50% cash, provided that any amount granted under this paragraph which would take an employee’s base salary over the top of the range for their level will be paid as cash.
- 79.6. A 100% loading will be applied to that part of a performance bonus that is paid as a lump sum because the employee is at or above the top of the range for their level.

Please Note – the percentages used are purely indicative examples and will change from year to year depending on the size of the Performance Pool.

### **Example 1 – Senior Professionals within range**

If the EBA increase is, for example 3%, an employee on a salary **below** the maximum of a Senior Professional Level who achieves a score of 5 on the PP&R and who is awarded a total Salary Adjustment amount in that year of, for example, 5% on the PP&R will receive:

3% added to base salary

1%	added to base salary (provided that this amount does not take the employee above the maximum for the range)
1%	paid as cash

### **Example 2 – Senior Professionals at or above range**

If the EBA increase is, for example, 3%, an employee on a salary **at or above** the maximum of a Senior Professional Level who achieves a score of 4 and who is awarded a Salary Adjustment amount in that year of, for example, 4% on the PP&R will receive:

3% added to base salary

0.5% paid as cash with a 100% loading (0.5% X 2 = 1%)

0.5% paid as cash

**TOTAL 3% base and 1.5% cash**

### **80. SENIOR PROFESSIONAL BASE SALARY**

Payments for outstanding leave paid on termination, redundancy payments and superannuation for Senior Professional Levels 1 and 2 will be calculated on an employee's base salary. Base salary is inclusive of any "red circled" amount and "gross up" for leave loading and/or 20<sup>th</sup> days where applicable.

### **81. OVERTIME**

81.1. An employee employed in Senior Professional Level 1 will be entitled to overtime payments as set out in clause 44 of this Agreement at the maximum hourly rate set out in sub-clause 44.3.1 of this Agreement.

81.2. Senior Professional Level 2 employees are above the overtime salary barrier.

### **82. SHIFT PENALTIES**

Where shift penalties apply, an employee in Senior Professional Level 2 will have his/her shift penalties calculated on the base salary of the maximum of a Senior Professional Level 1, in the equivalent category (see Schedule 3.2).

### **83. PART-TIME EMPLOYEES**

83.1. All of the arrangements outlined in clauses 74 to 82 of this Agreement will apply to part time employees at the Senior Professional Levels 1 and 2, on a pro rata basis as applicable, provided that the divisor for the hourly rate is 2080.

83.2. The annual salary for application of the divisor is outlined in the table for Day workers or the table for Shift workers contained in Schedule 3.2.

83.3. Part-timers will not have their hours of work varied or suffer any reduction in salary as result of this clause.

## **PART 10 – SPECIAL CONDITIONS - QFIT ONLY**

### **84. AUGUST BANK HOLIDAY**

QFIT employees will receive the August bank holiday on the same basis as employees covered by Airline Officer classifications.



## **85. PAY INCREASES**

- 85.1. Employees will receive a 3% per annum base increase, with effect from the first full pay period commencing on or after 1 July 2010. A further 3% base increase will apply from the first full pay period to commence on or after 1 July 2011. A 3% base increase will also apply from the first full pay period to commence on or after 1 July 2012.

## **PART 11 - TRAINING AND RELATED MATTERS**

### **86. ATTENDANCE AT TRAINING COURSES – AIRLINE OFFICERS ONLY**

- 86.1. If an employee is required to attend a training course, the Company must pay the employee his or her full salary (including all shift allowances and weekend penalty rates) that the employee would have received had the employee worked his or her normal roster or ordinary hours. Where a part time employee attends a full time training course, the part time employee will be paid as a full time employee for the duration of the course. Where a part time employee attends a training course that is not a full time training course but the hours of the course exceed the part time employee's normal rostered hours, the additional hours will be paid in accordance with clause 18.5.1.
- 86.2. This clause does not apply to an employee who attends an initial training course commencing within one month of the employee's engagement with the Company.

## **PART 12 – ACCIDENT PAY ENTITLEMENTS**

### **87. ACCIDENT PAY – AIRLINE OFFICERS ONLY**

#### **87.1. Definitions**

For the purposes of this clause, the following definitions apply:

87.1.1 **Accident Pay:** a weekly amount of pay calculated as follows:

- (a) employees deemed totally incapacitated within the meaning of the relevant state legislation by reason of an injury: the difference between:
  - (i) the weekly compensation paid to the employee under the relevant state legislation; and
  - (ii) the ordinary weekly agreement wage for a day worker under the employee's normal classification excluding shift premiums, overtime payments, fares and travelling allowance, tool allowance, special rates or other similar payments.
- (b) employees deemed partially incapacitated within the meaning of the relevant state legislation by reason of an injury: the difference between:
  - (i) the weekly compensation paid to the employee under the relevant state legislation plus the average weekly amount the employee is earning or is able to earn in

some suitable employment or business (as determined expressly or by implication by the relevant workers' compensation board or equivalent authority or as agreed between the parties); and

- (ii) the ordinary weekly agreement wage rate for a day worker under the employee's normal classification excluding shift premiums, overtime payments, fares and travelling allowances, special rates or other similar payments.

87.1.2 **Injury:** the meaning and application given by the relevant state legislation.

87.1.3 **Relevant state legislation:** the following legislation as amended or replaced from time to time:

- (a) New South Wales - *Workers' Compensation Act 1987*
- (b) Victoria - *Accident Compensation Act 1985*
- (c) Queensland - *WorkCoverQueensland Act 1996*
- (d) South Australia - *Worker Rehabilitation and Compensation Act 1986*
- (e) Tasmania - *Workers Rehabilitation and Compensation Act 1988*
- (f) Australian Capital Territory - *Workers Compensation Act 1951*
- (g) Northern Territory - *Work Health Act 1986*
- (h) Western Australia - *Workers Compensation and Rehabilitation Act 1981*

## 87.2 Application

87.2.1 This clause applies in respect of incapacity arising from an injury:-

- (a) which occurred or recurred on or after 1 January 1973; and
- (b) in respect of which the employee suffering the injury has an entitlement under the relevant state legislation.

87.2.2 This clause does not apply in respect of any period of other paid leave of absence.

## 87.3 Entitlement

87.3.1 The Company (or a person on behalf of the employer) must pay to an employee accident pay for a period of up to 26 weeks (whether in one or more periods) for each injury, if the following criteria are satisfied:

- (a) the employee is receiving weekly payments of workers' compensation under the relevant state legislation; and

- (i) the employee remains an employee of the Company; or
  - (ii) the employee is partially incapacitated or deemed to be totally incapacitated and the employer cannot provide suitable employment to the employee and the employee finds alternative suitable employment with another employer; and
- (b) the employee conforms with the requirements of the relevant state legislation as to medical examination; and
  - (c) in the case of industrial diseases contracted in a gradual process, or injuries subject to recurrence, aggravation or acceleration (as provided in the relevant state legislation), the employee has been employed with the employer at the time of the incapacity for a period of at least three months;
  - (d) in the case of an incapacity which occurred during the first two weeks of an employee's employment and the incapacity extends beyond the first two weeks. In these circumstances, the employee is entitled to accident pay only for the period of incapacity extending beyond the first two weeks of the employee's employment.

87.3.2 If an employee receives accident pay and subsequently the compensation payment is reduced under the relevant state legislation, the employer is not liable to increase the amount of accident pay in respect of that injury.

87.3.3 If, in accordance with the relevant state legislation:

- (a) a medical practitioner certifies an employee for specified work;
- (b) the employer makes the specified work available to the employee; and
- (c) the employee fails to commence the specified work.

the employee is not entitled to accident pay from the date of his or her failure to commence the specified work

#### **87.4 Pro Rata Entitlement**

If an employee received workers compensation under the relevant state legislation for part of a week, accident pay must be calculated pro rata.

#### **87.5 Notice Requirements**

If an employee receives an injury for which the employee claims to be entitled to accident pay, the employee, or a representative of the employee, must give written notice of the injury to the employer as soon as is reasonably possible after the occurrence of the injury.

## **87.6 Redemption of Compensation Payments**

If there is a redemption of weekly compensation payments under the relevant state legislation, the employer's liability to pay accident pay ceases as from the date of the redemption.

## **87.7 Damages**

87.7.1 If an employee is receiving accident pay or has received accident pay, the employee must advise the employer of any action or claim commenced for damages. The employee must, if requested, provide an authority to the employer which entitles the Company to a charge upon any money payable pursuant to any verdict or settlement in relation to the injury.

87.7.2 If an employee obtains a verdict for damages (against the Company or a third party) in respect of an injury for which the employee is receiving accident pay, the employer's liability to pay accident pay ceases from the date of the verdict.

87.7.3 If the verdict for damages is not reduced either in whole or part by the amount of the accident pay paid to the employee, the employee must pay the employer the amount of any accident pay already receiving in respect of which the verdict was not reduced.

## **SCHEDULE 1 - CLASSIFICATION STRUCTURE AIRLINE OFFICERS**

### **Classification Structure**

This Clause contains descriptors covering level one to Senior Professional level two. Each level consists of generic descriptors of the skill level required and some typical duties performed at the level.

### **GENERIC DESCRIPTORS**

The generic descriptors are broken down into three parts: knowledge, problem solving and accountability. The scope of each part is as follows:

#### **KNOWLEDGE**

This part covers the knowledge and skill required to complete the job in a satisfactory manner. It includes both the level and type of knowledge and experience.

#### **PROBLEM SOLVING**

This part covers the complexity inherent in the problem solving. It includes:

- the extent to which guidance is available and the extent to which rules and precedents apply,
- the level of analysis required and
- the extent to which judgement is required.

It includes both degree of difficulty and freedom to think.

#### **ACCOUNTABILITY**

This part covers the extent to which the position:

- is accountable for producing an identifiable, measurable end result, and
- has the authority to act and to approve or make decisions.

It includes:

- the type and extent of impact over organisational resources,
- freedom to act,
- impact on end result, and
- the scope and breadth of responsibility, including degree of responsibility for the work of others.

#### **TYPICAL DUTIES**

By providing examples and contextual information, the typical duties provide assistance in interpreting the generic descriptors.

Typical duties are representative of core functions and activities performed at a particular level in the business area concerned. This Clause does not contain an exhaustive list of duties.

## **APPLYING THE SKILL DESCRIPTORS**

Positions should be evaluated as a whole after being:

- reviewed against each of the descriptors for knowledge, problem solving and accountability, and
- tested against the typical duties, starting with the relevant business area and then looking at other areas as required.

The evaluation should be consistent with other evaluations conducted using these skills descriptors. The evaluation will also take into account the benchline established by Clause B4 of Australian Services Union (Qantas Airways Limited) Enterprise Agreement VI.

The descriptors for knowledge, problem solving and accountability are graduated scales. Positions should be rated on these scales at the level of best fit, working up the scale. The typical duties are cumulative, so skills required at a lower level may be required at a higher level even though they are not specifically mentioned.

Where a skill is repeated at different levels it is mentioned at the higher level for context. Where this occurs the skill concerned should not be used as the differentiating factor to place a position above the first level where the repeated skill is mentioned.

These skill descriptors describe substantive roles, not training roles. A current or new employee who is training for entry to a position in a work area may be classified at a lower level until they acquire the skills and knowledge required for performance at the substantive level.

Functions that are undertaken in accordance with Qantas performance management requirements may continue to be performed at the level in each operational area that accords with practices as at September 2002.

The criteria detailed in this Clause have been developed for the sole purpose of classifying positions. They do not circumscribe the right of the Company to arrange the work to meet operational needs and to require appropriate standards of behaviour and compliance with Company procedures and legislative requirements. Rearrangement of work by the Company does not preclude the reassessment or reclassification of positions.

## **LEVEL 1 DESCRIPTORS:**

### **KNOWLEDGE:**

- Communication and interpersonal skills appropriate to successfully complete the corporate and /or local induction-training program.
- Literacy and numeracy skills and a commitment to learning to complete training to perform Level three functions.
- Sufficient computer skills for training in specific applications.

### **PROBLEM SOLVING:**

- Problems can be solved by the simple application of things learnt.
- Detailed instructions and rules are applied to solve problems.

### **ACCOUNTABILITY:**

- Commitment to Occupational Health and Safety and Service Standards.
- Requires a commitment to learning, participation and completion of an induction/ training program.
- Tasks performed under full supervision and review consistent with training role.
- No responsibility for the work of others.

### **Typical duties at Level 1 include:**

- Intensive Corporate and business unit induction and training for new starters to Qantas

## **LEVEL 2 DESCRIPTORS:**

### **KNOWLEDGE:**

- Acquires knowledge required to progress to performance of level three functions. Or;
- Has knowledge of prescribed routine tasks which can be learnt by observation of others, brief instruction or training and may require familiarity with equipment, machines and computer applications and general knowledge of Company functions, services & locations.

### **PROBLEM SOLVING:**

- Completes tasks within detailed instructions and rules with minimal scope to consider alternative procedures.

- Applies known solutions to a variety of predictable problems and the relevant response is covered by procedures and instructions.

**ACCOUNTABILITY:**

- Adheres to procedures and completion of prescribed routine tasks in a timely manner.
- For training roles meeting learning outcomes to progress to performance of Level three functions.
- Deviation from procedures and unfamiliar situations are referred to higher levels.
- Work is supervised and regularly checked.
- No responsibility for the work of others.

**Typical duties within Airports at Level 2 are limited to:**

- Reconcile passenger lists with ticket coupons; and/or,
- At SIT, Meet and greet customers and assist with wheelchairs, unaccompanied minors and customers with special needs on dedicated roster.
- Any Airport level 3 position on commencement of employment for a period of six months, subject to clause 35.2.4.

**Typical duties within Freight at Level 2 include:**

- Training and induction for duties performed at level 3 for up to six months before progression to level 3; and,
- Participate in classroom and on-the-job training for Freight Operations Agent duties; and
- Undertake training in freight operations system for customer/operational information and retrieval.

**Typical duties within Support Areas at Level 2 include:**

- Operate switchboard systems and data entry; and/or,
- Meet and greet Qantas guests, issue guest passes, answer and direct inquiries; and,
- General administration duties including filing, photocopying, collating and faxing information; and/or
- Receipt and dispatch of mail, including sorting, collecting and distributing.



### **LEVEL 3 DESCRIPTORS:**

#### **KNOWLEDGE:**

- Understands routine standardised work procedures requiring product knowledge within a single functional area.
- The ability to adapt and transfer skills to related applications of a similar scope or complexity to achieve position goals.
- Has communication skills at the level required to explain a process or promote a product within set procedures and guidelines.

#### **PROBLEM SOLVING:**

- Has the opportunity to choose between limited prescribed options.
- Work usually has pre-determined instructions that detail both sequence of tasks, timing of tasks and a clearly defined choice of alternative procedures.
- Assistance is available for unfamiliar or non-routine circumstances.

#### **ACCOUNTABILITY:**

- Responsible for achieving the required standards and results usually within short time-spans, for example within the shift concerned.
- Work is regularly checked or monitored and is subject to regular evaluation.
- Approval must be sought before deviating from procedures.
- May assist staff in own work group or team, including buddy training, but is not accountable for the work of others.

#### **Typical duties within Airports at Level 3:**

- Identify passenger profile/s; and,
- Check-in (including groups) - collect ticket coupons, tag baggage to destination, issue boarding passes, check passports and visas including editing system details, assess excess baggage, ensure baggage security procedures have been completed perform Queue combing functions, assist passengers checking in at self service kiosks or other forms of "e – check" including bag drop functions; and,
- Transfers including Qantas Domestic/International, International/ Domestic, Interline; and,
- Create baggage irregularity reports; and,
- Perform simple editing (pre flight); and,
- Perform domestic check-in functions at departure gate; and,
- Assist with International arrivals and departures; and/or,

- Apply Qantas Club access policy and greets passengers at reception.

**Typical duties within Sales & Marketing at Level 3 include:**

- Provide consistent and excellent customer service; and,
- Convert customer inquiries to sales for air and non air revenue suggesting appropriate alternatives to maximise selling opportunities; and,
- Attempt first call resolution to customer queries and identifies individual customer needs; and,
- Answer customer sales inquiries on domestic airfares, airline procedures, auxiliary products, Qantas and partner airline loyalty programs and domestic redemption procedures; and,
- Quote and construct domestic fares and build domestic tickets; and,
- Assess and calculate and action domestic e-ticket re-issues and refunds; and,
- Provide advice on paper tickets; and/or,
- Issue Qantas Holidays documentation and chase outstanding monies; and,
- Perform product call outs.

**Typical duties within Freight at Level 3 include:**

- Use the Freight operating system; and,
- Perform functions associated with import and export front counter and import and export documents; and,
- Create and confirm freight manifests; and,
- Deliver, retrieve and transfer documents from aircraft; and,
- Handle and resolve customer inquiries; and,
- Trace freight; and,
- Dangerous Goods Acceptance; and,
- Undertake training as required; and,
- Provide on-the-job training and information on correct procedure.

**Typical duties within Engineering Technical Operations & Maintenance Services at Level 3 include:**

- File technical records and maintenance data in accordance with Company, Client and regulatory requirements; and,
- Scan and prepare documents for archiving; and,

- Operate record management system to ensure integrity of aircraft and maintenance data in accordance with Company, Client and Regulatory policy; and,
- Input and update technical records in on-line system; and,
- Access Airworthiness Compliance Database and other on-line systems to verify records and run routine reports; and,
- Update manuals and documentation.

**Typical duties within Support Areas at Level 3 include:**

- Perform cashiering functions such as: receiving money, paying out petty cash vouchers, balancing own float at end of day and enter data into general ledger system. Process pay-ins for example in-flight sales; and,
- Issue correctly prepared and authorised Qantas petty cash vouchers, travel expense advances and miscellaneous receipts according to Company policy and operating guidelines; and,
- Prepare daily transaction batches and data entry transactions into General Ledger, Accounts Payable and/or Accounts Receivable systems.

**LEVEL 4 DESCRIPTORS:**

**KNOWLEDGE:**

- Utilises a greater depth or breadth of knowledge of product, Company policies, procedures and standards within a single functional area than previous levels
- Understands how their work area processes interact with other related areas.

**PROBLEM SOLVING:**

- Achieves prescribed goals using varied techniques, systems, methods or processes within established procedures or operating guidelines, with some latitude to consider which solution might be most appropriate.

**ACCOUNTABILITY:**

- Responsible for achieving the required standards and results usually within short time-spans, for example within the shift concerned.
- Approval must be sought before deviating from procedures or operating guidelines.
- May provide technical advice. May provide on the job training to employees at level 4 or below, for example, demonstration or explanation, but is not accountable for the work of others.
- Work is regularly checked or monitored and is subject to regular evaluation.

**Typical duties within Airports at Level 4 include:**

- Domestic fares and ticketing enquiries and ticket issue/re-issue; and,
- Issue Domestic Miscellaneous Charges Order / Multi Purpose Documents vouchers; and/or,
- Perform check-in and customer service functions for Qantas Club and other loyalty program members; and/or,
- Plan and prepare Group check-in; and/or,
- Perform functions at Customer Service Desk including flow forward, standby, upgrades, and implement delay handling procedures; and/or,
- Organise Qantas crew travel and accommodation, book transport and issue meal allowances; and/or,
- Report and trace lost and damaged baggage through World Tracer System.

**Typical duties within Sales & Marketing at Level 4 include:**

- Provide domestic total travel management sales and services to customers for carriers and selling value added products; and,
- Interpret fare rules and calculate and construct international fare types at a level equivalent to the competencies acquired at Fares 1; and,
- Issue and re-issue tickets and domestic travel documents involving Australian Domestic carriers and suppliers fare types and products; and/or,
- Ensure daily domestic Qantas Sales Return audit requirements are met including accurate completion of all documentation and sales reports; and,
- Process refunds accurately and promptly within set KPIs; and/or,
- Construct wholesale travel packages; and,
- Transfer funds from one holiday package to another; and,
- Extend payment deadlines on Holiday packages

**Typical duties within Freight at Level 4 include:**

- Convert international freight inquiries to sales and up-selling; and,
- Book and coordinate the uplift of special cargo; and,
- Allocate space within given parameters in liaison with Capacity Control and Sales to maximise capacity and yield; and/or,
- Provide assistance to higher level positions in efficient and effective operation of each shift.

**Typical duties within Engineering Technical Operations & Maintenance Services at Level 4 include:**

- Update and amend technical records in Engineering Regulatory and Airworthiness and/or Procurement databases in accordance with Company and Regulatory policy; and,
- Run routine reports using on-line Company systems including in Engineering Regulatory and Airworthiness and/or Procurement databases; and,
- Suggest additions and/or changes to improve current procedures; and,
- Verify maintenance aircraft checks are completed as per procedure; and,
- Monitor and correct rejected or invalid data in Company Procurement and Airworthiness Databases; and,
- Use Engineering Regulatory and Airworthiness and/or Procurement databases, as required, to receipt, amend / revalidate and approve / distribute Airworthiness Technical Data.

**Typical duties within Support Areas at Level 4 include:**

- Process invoices in system, matching manual invoices to purchase orders and arrange for payment of invoices; and/or,
- Process expense claims; and/or,
- Administration of database including production of reports, reconciliation of database records between Qantas and contractor databases and verifying and certifying invoices for contractors; and/or,
- Process passenger sales, refunds, uplifts and billings between Qantas and other carriers; and,
- Identify and resolve, within operating guidelines, processing discrepancies.

**Typical duties within Operations Resources & Infrastructure at Level 4 include:**

- Monitor aircraft movements and perform flight-deck library maintenance using current hard copy procedures and distribution to aircraft; and,
- Maintain library master aeronautical, technical reference library and the Flight Training Simulator Libraries; and,
- Continually monitor the status of aircraft flight libraries to ensure adherence to the Airline Operation Certificate (AOC) compliance for aircraft Flight Libraries; and,
- Respond to inquiries and requests by Flight Crew and other operational areas regarding aircraft flight library contents and status; and,
- Investigate and resolve Flight Library discrepancies to minimise disruption to aircraft operations.

## **LEVEL 5 DESCRIPTORS:**

### **KNOWLEDGE:**

- Utilises expert knowledge of standardised procedures within a single functional area, which may include –
  - Advising and assisting others in resolving more difficult or non-routine problems within established systems. And/or;
  - Significant breadth or depth of technical knowledge. And/or;
  - Understanding the relationships between related work areas.
- Has the ability to organise, influence and communicate with others to achieve work objectives on a task or transactional basis.

### **PROBLEM SOLVING:**

- Within established systems, practices and procedures, problems may be solved based on:
  - prior experience;
  - knowledge of precedent and
  - some interpretation, investigation and judgement.
- Guidance is available.

### **ACCOUNTABILITY:**

- Work is subject to specified procedures and the results are clearly defined. Work is subject to periodic review with guidance and supervision available.
- May be accountable for advising or providing guidance to other employees based on advanced technical knowledge and experience but not accountable for the work of these employees.
- May be responsible for organising, advising and or assisting a team or work group on a day to day basis.

### **Typical duties within Airports at Level 5 include:**

- First level team leader, including organising, advising and assisting a team or work group on operational and technical matters on a single shift; and/or,
- Issue International Miscellaneous Charges Order / Multi Purpose Documents vouchers; and,
- International fares ticketing including issuing, reissuing and providing advice on pre-paid tickets; and/or,
- Settle written baggage claims within prescribed parameters; and/or,
- Initiate and organise delay handling procedures including organising travel and accommodation, booking transport, issuing denied boarding documents and meal vouchers.

**Typical duties within Sales & Marketing at Level 5 include:**

- Provide domestic/international total travel management sales and services to customers and sell value added products; and,
- Interpret fare rules and calculate and construct international fare types at a level equivalent to the competencies acquired at Fares 1 and 2; and,
- Ensure daily Qantas Sales Return audit requirements are met; including accurate completion of all documentation and sales reports; and,
- Issue and re-issue international tickets and documents, including inbound, in accordance with commercial agreements; and/or,
- Ensure the coordination of field sales support functions; Organise advertising and promotion activities; and/or,
- Provide technical product support, on-the-job instruction, guidance and advice. Identify staff training needs and provide feedback to supervisor on performance issues; and/or,
- Provide first level waiver authority.

**Typical duties within Freight at Level 5 include:**

- Plan freight load in accordance with Load Distribution and Restraint including the prioritising of special cargo and dangerous goods; and,
- Prepare and reconcile Dead-load Weight Statements; and,
- Verify Notification to Captain documents; and,
- Organise the build up and loading of units, uplifting freight as booked in accordance with safety and security procedures, maximising use of uplift, minimising offloads and disruptions; and,
- Responsible for securing the arrival, stowage and dispatch of valuable cargo; and,
- Assist in the supervision and development of staff; and,
- Shift planning and coordinating workflow and resources within a single work group.

**Typical duties within Engineering Technical Operations & Maintenance Services at Level 5 include:**

- Liaise with domestic and international vendors and warehouse facilities to ensure quality, quantity and timely delivery of orders; and,
- Liaise with international and domestic suppliers and Qantas Finance department to resolve price discrepancies and invoice queries; and,
- Use forecast recommendations from reports to ensure correct component quantities are purchased; and,

- Review manufacturer / supplier information or various approved data sources to establish and recommend substitute spare parts options for update onto the procurement technical database for use by engineering staff.

**Typical duties within Support Areas at Level 5 include:**

- Ensure staff are paid correctly by maintaining current pay and benefits data including personal details, salary levels, agreement rates, and ensure entitlements are paid against appropriate legislation and policy; and,
- Process individual pay adjustments and verify and ensure payments are correct; and,
- Timely and accurate ledger account reconciliation of payroll accounts by ensuring outstanding items are investigated, scrutinise payments and journal entries to ensure all accounts are operating effectively; and/or,
- Prepare and complete monthly reconciliation for corporate payroll clearance and income tax suspense accounts for all transactions posted to General Ledger; and/or,
- Organise mail services team, allocating work functions, administering rosters, shift swaps, leave allocation and providing information for performance management purposes; and/or,
- Collect debts owed to Qantas and resolve customer queries through an understanding and application of policy; and/or,
- Investigate travel agent sales worldwide to review, identify and evaluate rule violations and fare miscalculations for the recovery of fares and reconcile payments; and/or,
- Monthly reconciliation of ledgers and accounts, client liaison both internal and external to resolve problems and queries.

**Typical duties within Operations Resources & Infrastructure at Level 5 include:**

- Ensure all flights are legally crewed in accordance with Technical and Cabin Crew Industrial Agreements and CASA regulations; and,
- Provide relevant Technical and Cabin Crew information that may impact on schedule integrity by managing all aircrew activities associated with disruption management, in accordance with CASA regulations, Technical and Cabin Crew Industrial Agreements; and,
- Provide roster notification (face to face, phone, electronic and written) service to Qantas Technical and Cabin Crew.

**LEVEL 6 DESCRIPTORS:**

**KNOWLEDGE:**

- Specialised knowledge including understanding of concepts and principles and ability to analyse and evaluate alternatives. And/or;



- Comprehensive operational knowledge of work processes and systems within a single functional area. And/or;
- The ability to brief and influence and/or motivate and develop people to achieve desired outcomes.

**PROBLEM SOLVING:**

- Judgement is required to discriminate between alternatives that generally follow a defined pattern.
- May exercise judgement and initiative in the investigation of options.
- Solutions may be developed and implemented with approval within a single functional area.

**ACCOUNTABILITY**

- May be accountable for recommendations made for practical solutions to problems.
- May be accountable for meeting well-defined objectives.
- May be accountable for the work of others by for instance monitoring the quality of information and or products/services provided.
- May be responsible for coordination of a work group or for the work of others to maximise operational effectiveness.
- Guidance and Supervision is available.

**Typical duties within Airports at Level 6 include:**

- Deliver training for Customer Service Staff within Airports environment, update training manuals and assist in training needs analysis; and/or,
- Provide a full range of customer service functions in a Chairman's Lounge; and/or,
- Oversee a large Qantas Club Lounge on shift, including advising, assisting and organising Qantas Club employees at lower classification levels on technical and operational issues and on the provision of services; and/or,
- Organise and monitor Qantas and Client Airlines aircraft movements and load processes to obtain safe on-time departures ( Adelaide, Hobart, Darwin and Canberra); and/or,
- Operate relevant airport resourcing system to provide day-to-day allocation of staff duties; and/or,
- Lead a team or work group eg: Baggage Services on a single shift.

**Typical duties within Sales & Marketing at Level 6 include:**

- Deliver training and coaching and provide technical assistance; and,

- Conduct evaluations and provide feedback to sales staff to ensure quality assurance processes, procedures and standards are adhered to and recommend training to a higher level when required; and/or,
- Lead a team including duties such as coordinating daily staffing levels, providing feedback and providing input into performance planning and review.

**Typical duties within Engineering Technical Operations & Maintenance Services at Level 6 include:**

- Provide training and coaching as directed to Records Officers/Clerks; and,
- Assist in the creation of new aircraft and engines types into Airworthiness Compliance Database; and,
- Research and within delegated authority resolve problems and errors in the Air Worthiness Compliance Database using specialised aircraft record knowledge to provide solutions/recommendations to coordinators and/or auditors; and,
- Distribute all aircraft maintenance documentation to Records Officers; and,
- Ensure the integrity of technical data received from other Engineering departments; and,
- Monitor and distribute work within the team; and,
- Conduct searches to identify correct status and location of Qantas and Client Airlines components.

**Typical duties within Support Areas at Level 6 include:**

- Reconcile general ledger accounts, clear cash in transit accounts, process monthly accruals and extract reports; and/or,
- Ensure payroll quality by monitoring and controlling payroll procedures for the accurate completion and maintenance of payroll data involving leave adjustments, salary rate changes, allowance payments and termination payments, cross signing payroll variations and team building and training payroll staff; and/or,
- Perform QA checks and provide feedback to Supervisor; and,
- Ensure day to day operations of a work group including integrity of data being processed via the on line accounting system including verification and authorisation; and/or,
- Assess and recommend Workers Compensation claims; and,
- Estimate Workers Compensation claims liability and benefit calculations; and,
- Conduct regular workers compensation claim reviews and reconcile payments; and,
- Review and interpret published and unpublished fares and approve

- Debit memos as directed by management policies and procedures.

**LEVEL 7 DESCRIPTORS:**

**KNOWLEDGE:**

- The application of a systematic and coherent body of knowledge gained through working in a variety of situations. This includes a detailed understanding of work practices and precedents. And/or;
- The standard application of a theoretical body of knowledge including the underlying principles and concepts. And/or;
- Supervisory skills including people management and performance review process.

**PROBLEM SOLVING:**

- Use of discretion in applying knowledge of procedures, policy and precedent is used in decision making.
- Decisions are made with consultation for issues outside established procedures, policies or precedents.
- Analysis, evaluation and judgement are required at this level.

**ACCOUNTABILITY:**

- May be responsible for the coordination of resources and processes of a work group in order to achieve outcomes for the organisation including conducting performance appraisals and formal counselling.
- May be accountable for managing operational issues on a daily basis.
- May be accountable for developing team members.
- Work is subject to guidance and broad instructions and assistance is available on request.

**Typical duties within Airports at Level 7 include:**

- Plan, coordinate and produce all load, weight and balance documentation in accordance with Company and Client airline specifications; and/or,
- Plan, monitor and adjust the allocation of staff to ensure the achievement of both financial and service KPIs contained in span of control; and,
- Supervise and coordinate the Customer Service team on a shift to achieve prescribed service standards; and/or,
- Organise and monitor Qantas and Client Airlines aircraft movements and loading processes to obtain safe on-time departures (Perth, Cairns, Coolangatta, Townsville).

**Typical duties within Sales & Marketing at Level 7 include:**

- Staff Supervision including appraising, evaluating and counselling staff and the coordination of daily operation of teams; and,
- Monitor and propose review of customer service policies and procedures and/or identify issues that limit service delivery and recommend appropriate changes; and,
- Ensure team KPIs are met; and/or,
- Supervise the handling of inquiries from other areas of the Company and provide departmental statistics for Product and other areas of the Company as required; and/or,
- Write, research and update training modules to ensure service standards are met.

**Typical duties within Freight at Level 7 include:**

- Maintain and develop Freight contract costing model; and,
- Generate costing tool by carrier to facilitate contract quotes and renewals; and,
- Integrate data from freight systems to produce Freight Contract Ground Handling Profitability reports; and,
- Provide analytical support during contract negotiations; and,
- Define and specify report needs for Freight systems development and ensuring data quality.

**Typical duties within Engineering Technical Operations & Maintenance Services at Level 7 include:**

- Coordinate daily functions of teams to assist in achieving departmental KPIs/KRAs; and,
- Supervise staff including delegation, training needs analysis, coaching and motivating staff which in Technical departments may include counselling and absence control; and,
- Supervise the provisioning and introductory assessment of new aircraft Rotable spares, Modifications & Upgrade Inventories having regard for budgetary constraints, fleet support requirements & Inventory Holding costs; and,
- Consolidate data for inclusion in budgets and financial plans for reporting of Capital Expenditure Approvals, Modification Planning & Procurement Status reports; and,
- Ensure Qantas and Client Airline technical records and associated databases are consistent to and comply with aircraft maintenance schedules outlining maintenance history and component management; and,

- Interrogate and utilise relevant established Company systems, write reports pertaining to records management to check accuracy and validity of technical records data; and,
- Audit aircraft and engines within Airworthiness Compliance Database ensuring thorough analysis of technical data to ensure compliance with CASA maintenance schedules and to provide accurate data to Engineering Technical Operation and Maintenance Services (ETOMs) staff.

**Typical duties within Support Areas at Level 7 include:**

- Section lead a team of experienced Credit Collection Officers who pursue debt collection on a timely basis in accordance with Credit Policy; and,
- Ensure all customer accounts operate in accordance with established Corporate Policy and Procedures with maximum collections and minimised debt exposure; and/or,
- Assist in the development / review of accounting policies and procedures ensuring the existence of adequate internal controls; and,
- Assist in the detailed review and reporting on status of account reconciliation's on key balance sheet accounts; and/or,
- Ensure database staff fully understand the database load process, and develop measurements criteria to ensure efficient, timely and accurate loading; and,
- Evaluate and define the user/s requirements for modifications to multiple systems; and/or,
- Lead a work group to ensure all internal and external customer requirements are satisfied; and,
- Undertake performance appraisals to ensure KPIs are met; and/or,
- Identify work group problems, evaluate potential solutions within policy, procedures and precedents and implement action plans; and,
- Prioritise, organise and delegate work to ensure targets are met.

**Typical duties within Operations Resources & Infrastructure at Level 7 include:**

- Plan, monitor and amend the scheduling of training resources to achieve optimum efficiency and effectiveness in satisfying the requirements of the Flight Operations' Endorsement and Recurrent Training programs, the Company's scheduled flying program and budget forecasts; and,
- Determine and monitor the usage requirements of all training resources and identify opportunities to generate income via the provision of simulator training time or other training services to external customers, other airlines and organisations; and,
- Recommend improvements to training and scheduling systems, procedures and documentation to enhance efficiency and effectiveness levels; and,

- Provide support within Operations Control Centre to manage all disruptions and perform a coordinating role in maintaining schedule integrity for QF and Customer Airlines; and,
- Process all incoming movement messages and other message queues to ensure data is correct and databases are updated accurately; and,
- Monitor and filter weather, Notam and engineering messages to determine
- the impact on schedule to enable early warnings of any delays.

#### **LEVEL 8 DESCRIPTORS:**

##### **KNOWLEDGE:**

- Thorough knowledge of a wide range of Company policies, procedures and relevant legislation. And/or;
- Sufficient understanding of business plans and budgets in order to contribute to their development. And/or;
- Customer relationship management skills (including internal/external customers) subject to guidelines, standards and procedures.
- Supervisory skills including people management and performance review process.

##### **PROBLEM SOLVING:**

- Solve problems through considering diversified procedures and precedents covering a variety of situations.
- May be required, on occasion to make decisions without consultation on issues outside of established procedures or precedents for this level by recourse to the relevant principles, policies or operating guidelines.
- May solve problems using planning /forecasting data.

##### **ACCOUNTABILITY:**

- May be accountable for greater decision making than at level seven for example, senior staff member in charge on shift or greater complexity of work supervised within a single functional area.
- May be responsible for the coordination of resources and processes of a work group or groups in order to achieve outcomes for the organisation.
- May be accountable for analysis, evaluation, review or development of systems and procedures.
- Work is subject to guidance and broad instructions and assistance is available on request.

**Typical duties within Airports at Level 8 include:**

- Supervise teams and/or cross functional teams in complex environments with competing demands to optimise efficiency; and,
- Key point of contact/liaison with larger numbers of higher frequency client airlines in relation to service delivery; and,
- Responsible for the implementation and delivery of performance planning and review systems within the customer services function; and/or,
- Manage, motivate and evaluate the effectiveness of training delivered by Training Officers; and,
- Develop the Training Plan including the training needs analysis and the training materials; and,
- Co-ordinate the training for Customer Services; and/or,
- Organise and monitor Qantas and Client Airlines aircraft movements and loading processes to obtain safe on-time departures; (Brisbane, Sydney, Melbourne); and/or,
- Responsible for allocation of staff on a shift basis to achieve daily flight coverage. Management of Load Control Systems including trouble shooting and fallback procedures. Primary point of contact for internal queries and Client Airlines on shift. Shift supervision including monitoring staff performance and initial incident investigation; and/or,
- Create long term rosters by utilising existing manpower plans for operational and customer airlines.

**Typical duties within Sales & Marketing at Level 8 include:**

- Implement rosters to ensure adequate staffing levels to handle the operation and optimum staffing through daily roster adherence and allocating ad-hoc overtime in a cost effective manner; and/or,
- Act as the after hours representative in charge in a shift operation.

**Typical duties within Freight at Level 8 include:**

- Supervise across functional teams including Performance Planning and Review Sessions to ensure KPI's are met; and,
- Identify training and development needs and implement training programs; and,
- Implement counselling and disciplinary action/procedures; and,
- Streamline operating costs through planning and resources; and,
- Continuous improvement of work processes through review; and,
- Provide expertise and knowledge of operational processes and procedures to assist other team members/work groups; and,

- Assist in the Recruitment and Selection of Staff; and/or
- Responsible for the implementation of Freight SAFE program to terminals in compliance with legislation and Company policy; and,
- Investigate and analyse workplace incidents and accidents; and,
- Conduct risk assessment of hazards and workplace functions; and,
- Identify and introduce control solutions; and,
- Develop and deliver site specific OH&S training; and,
- Ensure OH&S principles are incorporated into associated freight training material; and,
- Provide OH&S expertise for the assessment of new operational equipment and materials.

**Typical duties within Engineering Technical Operations & Maintenance Services at Level 8 include:**

- Ensure that day to day operations of the Stores and sub-Stores comply with CASA and other regulatory requirements; and,
- Provide input towards the resolution of Surveillance Audits; and,
- Supervise the handling of dangerous goods within the Stores and sub Stores with a particular emphasis on OH&S and regulatory compliance; and,
- Supervise the consignment of aircraft, commercial parts, flight and charter kits to line stations; and,
- Supervise the day to day operations of the Inspection Team regarding the inspection of parts and their flow on.

**Typical duties within Support Areas at Level 8 include:**

- Investigate, analyse and interpret monthly actual and budget account movements; and,
- Identify and summarise balance sheet movements; and,
- Analyse and review consolidated depreciated numbers.

**LEVEL 9 DESCRIPTORS:**

**KNOWLEDGE:**

- Knowledge of operations or functions across sections or work areas. These operations or functions may be complex and involve specialised use of equipment and/or multiple systems.



- Knowledge of business requirements and implementation of business strategy.

**PROBLEM SOLVING:**

- Solves problems in a changing environment and/or, has some autonomy in performing complex technical operations.
- Solves problems such as the allocation of resources, which may require the evaluation of multiple solutions. Judgement is required to find the best solution.
- Solves problems using sophisticated analysis of existing forecasting and planning data (at a higher level than level 8).

**ACCOUNTABILITY:**

- Responsible for one or more teams/ work areas.
- May have responsibility for providing support to managerial staff through participation in the development of business strategies.
- May be accountable for decisions that have significant impact on day-to-day operations.

**Typical duties within Airports at Level 9 include:**

- Combine operational responsibilities with portfolio responsibilities which may include Qantas Club Coordination, client airline contract management, emergency plan procedures or adhoc projects with requisite financial/customer service KPI delivery responsibility; and,
- Manage work function across single or multiple terminals within the scope of the area including the after hours responsibility for the whole Airport; and,
- Investigate and resolve employee grievances; and,
- Supervise the coordination and monitoring of Qantas and Client Airlines aircraft movements and loading processes to obtain safe on-time departures (Sydney and Brisbane Domestic); and/or,
- Ensure Airport's compliance with both Federal and State Government OH&S and Environmental Statutory Legislation, together with QANTAS's Standard Operational Procedures; and/or,
- Ensure appropriate level of training (eg. PeopleSafe), reduce injury to personnel, damage to aircraft and equipment, lost time with a consequential reduction in operating costs across Airport; and/or,
- Review and recommend work practices and procedures to reduce lost time injuries and damage to property.

**Typical duties within Sales and Marketing at Level 9 include:**

- Monitor and allocate passenger inventory (seats) on allocated flights using the yield management system in order to maximise route revenue; and,

- Forecast demand using relevant historical flight booking data; and,
- Monitor forward bookings to identify any need to revise control parameters, taking action to generate traffic or make ad hoc adjustments to schedule and/or capacity; and,
- Use specialised knowledge and experience in revenue management for flight data analysis; and,
- Provide analysis and reports on flights assigned; and/or,
- Coordinate the operation and initiate appropriate action to ensure daily service levels are met; and,
- Coordinate the deployment of resources and personnel to meet the demands of the operation; and,
- Provide analysis using accurate call forecast reports based on historical data and relevant systems to ensure adequate staffing levels to handle the operation.

**Typical duties within Engineering Technical Operations & Maintenance Services at Level 9 include:**

- Analyse and introduce technical system enhancements to significantly improve the timeframe in which Airworthiness Compliance Database is updated after maintenance is carried out; and,
- Responsible for the technical records of all Qantas and client Aircraft under their control are maintained to the satisfaction of lessor/owner through effective monitoring, directing and reviewing the auditing of documents produced by workshops and planning staff; and,
- Act as key reference point of contact for other Qantas departments, client airlines and CASA regarding technical record and compliance issues; and,
- Identify and investigate non-conformance and potential exposure to non-conformance in conjunction with line management; and/or,
- Participate in the management of quality and compliance issues in Material and Logistic sites domestically and internationally.

**Typical duties within Support Areas at Level 9 include:**

- Prepare business process maps and flow charts demonstrating an understanding of the business processes; and/or,
- Prepare material to consolidate operational business profits and produce weekly/monthly reports; and/or,
- Interpret management accounting variance analysis; and/or,
- Research and collate data from multiple databases for Board reports (Financial Reports, Profit and Loss and Cash-flow); and/or,

- Analyse and interpret data / databases to ensure accurate information and recommend efficiencies and improvements.

**Typical duties within Operations Resources and Infrastructure at Level 9 include:**

- Analyse the Company's published schedules and formulate an effective plan to create the most cost efficient crew Patterns each crew Bid Period that are published in accordance with deadlines; and,
- Ensure Patterns are optimised to provide a cost and crew requirement that meets the available crew resource level that is within Budget; and,
- Perform detailed analysis of published and proposed schedules to determine any changes which would result in more efficient crew utilisation and reduced costs; and,
- Develop and publish bid packages for all Longhaul and Shorthaul Technical and Cabin Crew; and,
- Assist the Aircrew Planning Systems Manager with the system design, testing and implementation of identified functions for optimising and building Patterns; and,
- Assist the Senior Aircrew Pattern Planning Analyst to ensure Patterns are optimised with a balance of primary drivers: cost, premium, accuracy, legality, quality, punctuality, allocatability, and operational flexibility; and,
- Ensure all Aircrew Schedulers provide consistent and accurate information to Technical and Cabin Crew and related departments in conjunction with Branch Service Standards and Service Quality Agreements; and,
- Evaluate and advise on Technical Cabin Crew resource levels in conjunction with demand on open time, 'day of operations' activities and adhoc schedule planning requests; and,
- Ensure complete and timely communication flow of operational information between Aircrew Operations staff and Network Operations Control Centre during disruptions to ensure optimum and timely decisions are made; and,
- Coordinate Technical and Cabin Crew activities associated with disruption management, in accordance with CASA regulations, Technical and Cabin Crew Industrial Agreements and achieves optimum balance between customer, financial and operation requirements.

**SENIOR PROFESSIONAL LEVEL 1 DESCRIPTORS:**

**KNOWLEDGE:**

- Commercial aptitude including understanding of the industry, competitors and market trends. And/or;
- Understanding of how organisational interrelationships across business areas operate and the role of own business unit within broader Company context. And/or;

- Technical knowledge in a specialised field requiring understanding of involved concepts, theories and principles. And/or;
- Managerial knowledge including ability to influence and motivate individuals and groups to improve performance and work practices.

**PROBLEM SOLVING:**

- May solve problems by undertaking analysis and utilising existing strategies and/or policies. And/or;
- In a technical role, specialist knowledge is used to develop solutions to problems for which no precedent exists within the organisation. And/or;
- In a technical role, evaluates policies, legislation and guidelines that underpin organisational decision-making. And/or;
- In a managerial role, is responsible for implementing process changes.

**ACCOUNTABILITY:**

- Accountable for making decisions outside prescribed standards and procedures.
- Work is subject to broad direction.
- In a managerial role, financial responsibility includes monitoring/reconciling and taking action to achieve targets
- In a managerial role, may manage multiple teams with similar responsibilities.
- In a technical role, is responsible for developing and assisting in the implementation of policies, practices and procedures within own area of expertise.
- In a technical role, is responsible for providing specialist opinions and/or systems design advice.

**INTRODUCTION:**

The focus of Senior Professional roles may be on either managerial or specialist/technical functions, or varying combinations of these.

**Typical Management Duties at Senior Professional Level 1 include:**

- Recommend changes to policies, procedures and resource plans to ensure systems and processes are consistent with department needs and objectives, and
- Identify, recommend, and/or manage specific improvement activities and practices to deliver increased productivity, efficiency and cost savings.
- Apply project management processes in the implementation of business initiatives. May manage a project or part of a project depending on project scope.

- Implement business plans.
- Ensure a safe working environment for all operational areas in accordance with the appropriate Occupational Health and Safety legislation
- Manage staffing levels, recruitment, staff development and performance within area of responsibility.

**Typical Specialist Duties at Senior Professional Level 1 include:**

**Airports**

- Provide the focus and direction for development and work place change initiatives and drive the cultural changes necessary for the continual improvement within the business; and,
- Initiate and manage staff education and training programs including learning centre initiatives, strategies and performance review systems; and/or,
- Ensure consumption menu costs fall within budget; and,
- Monitor and reduce overtime costs, identify and document costs and formulate improvements; and,
- Monitor and improve cleaning standards and procedures; and/or,
- Manage work function across single or multiple terminals within the scope of the area including the after hours responsibility for the Airport with cross functional teams in complex environments.

**Sales & Marketing**

- Ensure all flights are well managed ensuring all revenue opportunities, queues/requests are cleared and alternatives offered if required and targets are met by undertaking appropriate inventory actions; and,
- Develop and maintain a detailed market characteristic plan by Point of Sale flights or markets; achieve revenue, yield and seat factor targets for flights or markets under management; achieve inventory KPIs for flights or markets under management; control and monitor the yield forecasts for designated flights or markets; and,
- Evaluate opportunities and direct sales ensuring maximum yield and revenue; and,
- Identify and make recommendations for capacity increases and/or business opportunities; and,
- Manage and analyse forward bookings to identify trends and changing market conditions, identify pricing opportunities and capacity changes ensuring optimal class mix / availability; and,
- Provide business and technical support to other departments.

## **Freight**

- Plan and control the functional aspects of underfloor capacity for all Qantas International Services to meet passenger and freight objectives; and,
- Ensure maximisation of hold capacity on all Qantas International services worldwide; and,
- Determine available Freight capacity for each Qantas Flight and those of selected partner airlines.

## **QFCL**

- Develop customer service improvement strategies, manage and coordinate all customer service initiatives to ensure optimum service to all client airlines within the scope of pricing and contractual arrangements; and/or,
- Ensure close cooperation between Operations, Food Production and Stores to ensure on time, on budget and within specification supply to customers; and/or,
- Initiate and maintain contingency plans to meet client requirements during operational disruption; and/or,
- Investigate and report on reasons for callbacks and delays taking the appropriate corrective action to ensure they are minimised; and/or,
- Coordinate the activities of cabin cleaning, transportation, dispatch and fridge assembly to ensure that contracted services are delivered on time and in accordance with customer specifications; and,
- Develop customer service improvement strategies and actively develop and maintain excellent customer relationships

## **Engineering Technical Operations & Maintenance Services**

- Develop inventory forecasts, which improve demand satisfaction rates and reduce inventory holdings; and,
- Supervise the implementation and conduct a program of systematic stock record review to ensure amendment of stock levels, reorder points and supply algorithms; and,
- Analyse supply and demand patterns of parts with high value or unusual demand cycles to ensure optimal stock holdings; and,
- Ensure that procurement and purchasing are aware of demand patterns of parts so that these are reflected in procurement and purchasing management decisions.

## **Support Areas**

- Review claims in accordance with Work Cover Guidelines/Actuarial requirements, authorise acceptance, determine and investigate claims referred by staff; and,

- Manage the performance of claims handling practices and their continuous improvement, and/or,
- Formalise policy/procedure changes and implement audit recommendations; and,
- Continually review operational processes and procedures to identify productivity improvements; and,
- Co-ordinate the production of monthly reconciliations and accruals explaining trends and variances; and,
- Review all reconciliations to ensure all variances are explainable and resolved; and,
- Analyse and review all supplier payments in the Purchase Ledger system to ensure accuracy and integrity of the data; and/or,
- Coordinate the completion of the subsidiary Business Activity Statement ensuring compliance with GST legislation; and/or,
- Perform the financial consolidation of actual and budget financial information including elimination; and/or,
- Produce management reports from financial reporting systems.

#### **Operations Resources & Infrastructure**

- Negotiate changes with Yield and Capacity Control Management; and,
- Seek and identify commercial opportunities for freight supplementary in lieu of non-revenue flying; and,
- Analyse monthly reports from Airports Corporations Australia (ACA) detailing QF off slot operations, investigate and report on all off slot operations ensuring allowable reasons; and,
- Negotiate with government agencies regarding curfew restrictions over flight clearances and airport slots; and,
- Plan, direct and coordinate flight disruption management to minimise the impact on internal/external customers; and,
- Liaise, coordinate and negotiate with specific ETOMS departments during disruptions and promulgate plans that ensure appropriate agreed aircraft are available for recovery.

#### **SENIOR PROFESSIONAL LEVEL 2 DESCRIPTORS:**

##### **KNOWLEDGE:**

- Detailed knowledge of management theories and their application in the business area. And/or;
- Understanding of business unit's impact on organisation's strategy, operations and commercial context. And/or;

- Technical knowledge in a specialised role requiring in-depth research and significant expertise. And/or;
- Managerial knowledge including the ability to manage specialists and/or diverse teams.

**PROBLEM SOLVING:**

- Develops solutions to complex, strategic problems. And/or;
- Provides high level, detailed analysis, including the assessment of the efficiency of operations, to develop solutions to problems. And/or;
- In a technical role, is required to develop new approaches and methods within area of expertise. And/or;
- In a managerial role, develops or modifies problem resolution techniques/processes within own business unit.

**ACCOUNTABILITY:**

- Responsible for introducing initiatives within area of expertise. And/or;
- In a managerial role, financial responsibility includes investigating/preparing business cases, assessing risk and developing budgets to deliver business unit results. And/or;
- In a technical role, is required to provide expert advice that has a significant impact on business unit or broader organisation. And/or;
- In a technical role, seen as the recognised reference point for their specialty.

**Typical Management Duties at Senior Professional Level 2 include:**

- Develop and/or implement strategies, business plans, policies and procedures to achieve consistency and profitability through improved work practices to meet customer needs.
- Develop immediate and long-term plans for organisational resources including human, physical and financial.
- Manage diverse or complex set of functions that may have, conflicting demands, objectives and goals.
- Develop, monitor, measure and re-develop KPI's to ensure objectives are met within the context of the business plan.
- Resolve significant area problems involving internal & external stakeholder/customers to ensure impact on the business is minimised.

**Typical Specialist Duties at Senior Professional Level 2 include:**

**Airports**

- Ensure all airline operations meet contractual commitments; and,



- Develop and maintain effective customer service procedures and systems that ensure delivery on service; and,
- Deliver on client airlines contracts and expectations and ensures the integrity of services provided; and,
- Develop, maintain and evaluate service levels agreements ensuring effective review processes are in place; and/or,
- Manage work function across single or multiple terminals within the scope of the area including the after hours responsibility for the whole Airport with cross-functional teams in complex environments with higher frequencies of client airlines.

### **Sales & Marketing**

- Prepares, analyses and acts on reports by recommending solutions that maximise customer service levels and opportunities for maximising profit; and
- Direct the management of resources in accordance with call demands to achieve maximum productivity.

### **QFCL**

- Manages the receipt of all incoming goods and delivery of working stock, to production and operational areas; and
- Control audit and account for all bonded goods; and
- Ensures compliance with all State and Federal legislation and Customer airline policies in relation to customs and quarantine regulations.

### **Engineering Technical Operations & Maintenance Services**

- Manages the formulation and implementation of plans to identify and pursue recoveries against suppliers in cases of defective material being delivered in satisfaction of Qantas orders; and,
- Manages the review of vendor service literature to identify and update warranty recovery opportunities by identifying performance shortfalls against which claims can be initiated; and,
- Promotes warranty awareness in production workshops by setting policies and procedures, conducting training of engineering staff and encouraging referrals to warranty staff where cover is uncertain; and/or,
- Manages the flow of parts through internal and external repair service providers, maintain accurate records of the location and progress of parts, expedites turnaround where necessary, and monitor and manages supplier performance against contractual obligations; and,
- Designs, implements and maintains records of repair service supplier performance and product reliability, and makes recommendations resourcing and improvements in supplier performance; and,

- Manages repairable inventory holdings in order to reduce holding costs and maximise demand.

### **Support Areas**

- Works with the Divisions in the production and review of Weekly and Monthly executive Management Reporting and the management information for the 3 year business plans, annual budgeting process and quarterly Ancillary reporting; and,
- Provides high levels of financial analysis that identifies performance trends and forecasts targets to be used in developing strategies for the achievement of Group profit targets; and,
- Develops forecasts modelling techniques to facilitate pro-active reviews of divisional forecasts; and/or,
- Responsible for the reconciliation of GL accounts pertaining to Sales Ledger transactions; and,
- Provides Support to internal users of Accounts Receivable and liaise with IT on Accounts Receivable system matters; and,
- Responsible for the production of Qantas Statements and IATA billing.

### **Operations Resources & Infrastructure**

- Provides primary day to day focus on network schedule integrity by managing all aircrew activities associated with disruption managements in accordance with industrial agreements, CASA regulations, Service Quality Agreements and other relevant documentation by achieving an optimum balance between customer, financial and operational requirements; and,
- Manages all aircrew operational information, problem solving and decision making processes within the department and ensures an appropriate level of consultation occurs with other departments; and,
- Provides logistic and problem solving support to Flight Operations, Operation Resources and Cabin Services management; and,
- Performs post disruption reviews with all resource areas to determine the performance of the operations disruption management process; and,
- Monitors the movements of disrupted passengers, ensure that appropriate disruption plans are in place to minimise disruption effects, advise public affairs, safety, security and other relevant areas of major incidents.

## **SCHEDULE 2 - QFIT CLASSIFICATIONS**

### **2.1 Information Technology Officers (broaden to include Administrators and Managers)**

2.1.1 Technical employees are those employees working in information technology systems and/or the co-ordination of information technology services in the following areas:

- (a)** Architecture and planning;
- (b)** IT governance and administration;
- (c)** Contracting and commercial management;
- (d)** Service and project management;
- (e)** Business liaison.

And will be classified as analysts, consultants or managers.

### **2.2 Appointment levels**

The Company must determine the rate of pay on appointment or promotion of an employee within the scales set out above.

### **2.3 Salary progression**

2.3.1 Salary progression within each classification is based on performance.

2.3.2 An employee's salary progression must be reviewed at least once per year.

### SCHEDULE 3 - RATES OF PAY

#### SCHEDULE 3.1 ANNUAL SALARIES, AIRLINE OFFICERS ONLY, LEVELS 1 – 9

**NB: INCREMENTS AT EACH LEVEL ARE BASED ON SERVICE IN A POSITION**

LEVEL	INCREMENT	RATE (first full pay period on or after)			
		1 July 2010	Increment to apply after 1 July 10* (see note below)	1 July 2011	1 July 2012
1	1	\$33,780		\$34,793	\$35,837
2	1	\$35,325		\$36,385	\$37,476
	2	\$36,208		\$37,294	\$38,413
	3	\$36,749		\$37,852	\$38,987
	4	\$38,424		\$39,577	\$40,764
			\$39,192	\$40,368	\$41,579
3	1	\$39,073		\$40,245	\$41,453
	2	\$40,918		\$42,145	\$43,410
	3	\$42,448		\$43,722	\$45,033
	4	\$43,989		\$45,309	\$46,668
			\$44,869	\$46,215	\$46,602
4	1	\$44,343		\$45,673	\$47,043
	2	\$45,189		\$46,545	\$47,941
	3	\$46,398		\$47,790	\$49,224
	4	\$47,607		\$49,035	\$50,506
			\$48,559	\$50,016	\$51,516
5	1	\$48,468		\$49,922	\$51,419
	2	\$49,459		\$50,942	\$52,471
	3	\$50,446		\$51,960	\$53,518
	4	\$51,680		\$53,231	\$54,828
			\$52,714	\$54,295	\$55,924
6	1	\$52,059		\$53,621	\$55,230
	2	\$52,826		\$54,410	\$56,043
	3	\$53,602		\$55,210	\$56,867
	4	\$54,648		\$56,287	\$57,976
			\$55,468	\$57,132	\$58,846
7	1	\$55,459		\$57,123	\$58,837
	2	\$56,454		\$58,148	\$59,892
	3	\$57,473		\$59,197	\$60,973
	4	\$58,505		\$60,260	\$62,068
			\$59,383	\$61,164	\$62,999
8	1	\$59,559		\$61,345	\$63,186
	2	\$60,630		\$62,449	\$64,322
	3	\$61,729		\$63,581	\$65,488
			\$62,655	\$64,535	\$66,471
9	1	\$62,833		\$64,718	\$66,660
	2	\$63,962		\$65,881	\$67,857
	3	\$65,116		\$67,069	\$69,081
			\$66,093	\$68,076	\$70,118

Note:\* The additional increment in Column 4 above only applies to employees at the top of their Level after 1 July 2010. (See Clause 24.3). For employees that are promoted - see Clause 35

## SCHEDULE 3.2 - ANNUAL SALARIES, SENIOR PROFESSIONALS ONLY

### Dayworkers

		RATE (first full pay period on or after...)		
		1 July 2010	1 July 2011*	1 July 2012
<b>With 20<sup>th</sup> Day "Grossed Up"</b>				
SP 1	Min	\$70,719	\$72,840	\$75,025
	Max	\$78,286	\$81,809	\$84,263
SP 2	Min	\$79,591	\$81,979	\$84,438
	Max	\$96,685	\$101,036	\$104,067
<b>Without 20<sup>th</sup> Day "Grossed Up"</b>				
SP 1	Min	\$67,326	\$69,346	\$71,426
	Max	\$74,502	\$77,855	\$80,190
SP 2	Min	\$75,808	\$78,082	\$80,425
	Max	\$92,117	\$96,262	\$99,150

### Shiftworkers

		RATE (first full pay period on or after...)		
		1 July 2010	1 July 2011*	1 July 2012
<b>With 20<sup>th</sup> Day "Grossed Up"</b>				
SP 1	Min	\$69,674	\$71,765	\$73,918
	Max	\$77,243	\$80,719	\$83,140
SP 2	Min	\$78,547	\$80,903	\$83,330
	Max	\$95,379	\$99,671	\$102,661
<b>Without 20<sup>th</sup> Day "Grossed Up"</b>				
SP 1	Min	\$66,413	\$68,406	\$70,458
	Max	\$73,459	\$76,764	\$79,067
SP 2	Min	\$74,765	\$77,008	\$79,318
	Max	\$90,944	\$95,036	\$97,887

\*See Clause 24.3 in relation to the increase on the maximum rate above which applies from the 1<sup>st</sup> pay period on or after 1 July 2011.

### SCHEDULE 3.3 - ANNUAL SALARIES, QFIT ONLY

The additional pay point in Column 3 below from 1 January 2011 applies to QFIT 1 – 10 employees as outlined in sub - clauses 24.3.7 and 24.3.8.

LEVEL	SALARY RANGE (first full pay period on or after			
	1 July 2010	New Pay Point to apply after 1/1/11*	1 July 2011	1 July 2012
1	\$32,818	\$33,474	\$34,479	\$35,513
	\$34,242	\$34,927	\$35,975	\$37,054
	\$35,671	\$36,384	\$37,476	\$38,600
	\$37,094	\$37,836	\$38,971	\$40,141
2	\$38,664	\$39,437	\$40,621	\$41,839
	\$40,235	\$41,040	\$42,271	\$43,539
	\$41,805	\$42,641	\$43,920	\$45,238
	\$43,372	\$44,240	\$45,567	\$46,934
3	\$45,011	\$45,911	\$47,289	\$48,707
	\$46,141	\$47,064	\$48,476	\$49,930
	\$47,272	\$48,217	\$49,664	\$51,154
	\$48,401	\$49,369	\$50,850	\$52,375
4	\$49,531	\$50,274	\$51,782	\$53,335
	\$50,980	\$51,745	\$53,297	\$54,896
	\$52,113	\$52,895	\$54,481	\$56,116
	\$53,240	\$54,038	\$55,659	\$57,329
5	\$54,368	\$55,183	\$56,839	\$58,544
	\$55,499	\$56,332	\$58,022	\$59,763
	\$56,627	\$57,477	\$59,201	\$60,977
	\$58,080	\$58,951	\$60,719	\$62,541
6	\$60,014	\$60,914	\$62,742	\$64,624
	\$61,144	\$62,061	\$63,923	\$65,841
	\$62,273	\$63,207	\$65,103	\$67,056
	\$63,402	\$64,353	\$66,283	\$68,272
7	\$66,148	\$67,140	\$69,154	\$71,229
	\$67,275	\$68,285	\$70,333	\$72,443
	\$68,567	\$69,596	\$71,683	\$73,834
	\$70,016	\$71,067	\$73,199	\$75,395
8	\$71,472	\$72,544	\$74,720	\$76,962
	\$72,917	\$74,011	\$76,231	\$78,518
	\$74,372	\$75,488	\$77,752	\$80,085
	\$76,148	\$77,290	\$79,609	\$81,997
9	\$77,923	\$79,091	\$81,464	\$83,908
	\$79,695	\$80,891	\$83,317	\$85,817
	\$81,311	\$82,531	\$85,007	\$87,557
	\$83,084	\$84,330	\$86,860	\$89,466
10	\$85,018	\$86,294	\$88,882	\$91,549
	\$87,117	\$88,424	\$91,077	\$93,809
	\$89,540	\$90,883	\$93,610	\$96,418
	\$91,958	\$93,338	\$96,138	\$99,022

## SCHEDULE 4 - ALLOWANCES

### 4.1. Airline Officers Only

(a) Work Related Allowances	RATE (first full pay period on or from...)		
	1 July 2010	1 July 2011	1 July 2012
Disability Allowance(26.1(a))	\$0.75	\$0.77	\$0.80
Disability Allowance(26.1(b))	\$0.47	\$0.49	\$0.50
Afternoon & Night shifts on Weekends & Public Holidays (\$per shift) (41.8.1 (c))	\$12.91	\$13.29	\$13.69
First Aid (26.4) (\$per week)	\$12.91	\$13.29	\$13.69
Buddy training (\$ per day) (32)	\$12.67	\$13.05	\$13.44
Multi Start (41.13)	\$ 4.16	\$ 4.29	\$ 4.41

### (b) Expense Related Allowances:

#### (i) Transport

- (a) The transport allowances operative from the first full pay period to commence on or after 1 July 2010 are outlined below. (Note: These increases shall be based on movements in the CPI Private Motoring Index from the March 2009 to March 2010 Quarters):

Transport 26.2.1 \$7.93

Transport 26.2.2 \$7.93

- (b) The allowances in (A) above shall increase from the first full pay period on or after 1 July 2011. These increases shall be based on movements in the CPI Private Motoring Index from the March 2010 to March 2011 Quarters.

- (c) The allowances in (B) above shall increase from the first full pay period on or after 1 July 2012. These increases shall be based on movements in the CPI Private Motoring Index from the March 2011 to March 2012 Quarters.

#### (ii) Meal Allowance

- (A) The Meal Allowances operative from the first full pay period to commence on or after 1 July 2010 are outlined below. (Note: These increases shall be based on movements in the CPI Meals out/Takeaway Index from the March 2009 to March 2010 Quarters) :

Meal Allowance 44.7.1 (a)(v)      \$ 11.98

Meal Allowance 44.7.1(d)(ii)      \$ 11.98

Meal Allowance 44.7.1(d)(ii)      \$ 11.42 (subsequent meal)

- (B) The allowances in (A) above shall increase from the first full pay period on or after 1 July 2011. These increases shall be based on movements in the CPI Meals out/Takeaway Index from the March 2010 to March 2011 Quarters .

- (C) The allowances in (B) above shall increase from the first full pay period on or after 1 July 2012. These increases shall be based on

movements in the CPI Meals out/Takeaway Index from the March 2011 to March 2012 Quarters.

#### 4.2. QFIT Only

(a) Work Related Allowances	RATE (first full pay period on or from...)		
	1 July 2010	1 July 2011	1 July 2012
Buddy training (\$ per day)(32)	\$12.67	\$13.05	\$13.44
On Call Allowance (27.1.2)	\$529.75	\$545.64	\$562.01
Call in (27.2.1)	\$247.94	\$255.38	\$263.04
Call in (27.2.2)	\$106.44	\$109.63	\$112.92
Afternoon & Night shifts on Weekends & Public Holidays (\$ per shift)	\$10.12	\$10.43	\$10.74
Overtime 7 day shift (44.2.2(c))	\$142.72	\$147.00	\$151.41
Overtime, Shift Loading and Penalty Rate Barrier Clause 41.7.2, 41.8.2, 41.12.1, 41.12.2 and 44.3.2(b)	\$70,016	\$72,117	\$74,280

#### (b) Expense Related Allowances

##### (i) Meal Allowance

- (A) The Meal Allowance operative from the first full pay period to commence on or after 1 July 2010 is outlined below. (Note The increase shall be based on movements in the CPI Meals out/Takeaway Index from the March 2009 to March 2010 Quarters:

Meal Allowance 44.7.2 (b)    \$ 11.53

- (B) The allowance in (A) above shall increase from the first full pay period on or after 1 July 2011. The increase shall be based on movements in the CPI Meals out/Takeaway Index from the March 2010 to March 2011 Quarters.
- (C) The allowance in (B) above shall increase from the first full pay period on or after 1 July 2012. The increase shall be based on movements in the CPI Meals out/Takeaway Index from the March 2011 to March 2012 Quarters.