

ASU QF EBA 9 Without Prejudice

July 2010

Detailed Claims

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26 May 2010 (Version 1)

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2. Include all EBA Clauses that are currently in side letters with Qantas in EBA 9 – including our union rights clauses
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14. WORKPLACE RELATIONS

Existing EBA Clause 14 to be amended and read as follows:

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.

(Amended – replaced with version in letter of 31/1/08):

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

- (a) Consult with Union members 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 Australian Industrial Relations Commission, 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.

(Add the following):

Qantas confirms that employees can access days in lieu, rostered days off, and annual leave etc to attend significant union forums.

14.2.7. Subject to operational requirements and the approval by relevant General Manager, Human Resources, 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.

(Delete old 14.2.9. and insert):

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.

(Amended – replaced with version in letter of 30/1/08):

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.

Number of Employees in Workplace	Total Days Training Available for the Workplace
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 in each calendar year and unused days can accumulate.

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

(New Clause – added from letter of 30/1/08):

14.2.12. Leave for Consultation Meetings

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

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

14.2.13. ASU Annual Delegates' Conference

Qantas will provide the following support for an annual two day conference with other delegates in the Qantas Group of up to 65 ASU delegates who are covered by EBA 9

- (a) Qantas will pay reasonable accommodation and venue costs including meal costs
- (b) Delegates nominated to attend will be granted access to paid leave in accordance with Clause 14.2.11 but the time utilised will not be counted in their workplaces' total days available
- (c) Delegates nominated to attend will be permitted to use Duty Travel to attend the conference

21. Fixed Term Employees

21.1. Airline Officers

Add a new Clause 21.1.3. (from 30/1/08 letter) and renumber rest of Clause:

- 21.1.3. Agreements at the relevant ASU Branch level will determine on a case by case basis:
- (a) The appropriate number of fixed term employees and the circumstances of their utilisation;
 - (b) The retention of reasonable overtime levels for permanent employees; and
 - (c) Temporary secondment of permanent part-time employees to full time positions

21.2. QFIT

Add a new Clause 21.2.3 (from 30/1/08 letter) and renumber rest of Clause:

- 21.2.3. Agreements at the relevant ASU Branch level will determine on a case by case basis:
- (a) The appropriate number of fixed term employees and the circumstances of their utilisation;
 - (b) The retention of reasonable overtime levels for permanent employees; and
 - (c) Temporary secondment of permanent part-time employees to full time positions

22. Casual Employees – Airline Officers only

Add at the end of Clause 22.1 the following (from 30/1/08 letter):

- Agreements at the relevant ASU Branch level will determine on a case by case basis:
- (a) The appropriate number of casual positions and the circumstances of their utilisation; and
 - (b) The retention of reasonable overtime levels for permanent employees

18. Part Time employees – Airline Officers only

A range of clauses need to be reinstated into EBA 9 but discussion of what is reserved for discussion of Claim 18.

12. Introduction of Change

Delete the words “and where the change affects members of the ASU” in Clause 12.1.

9. Special Conditions

Replace 9.1 with the following (from 31/1/08 letter):

- 9.1. Despite anything else in this Agreement, the Company, the majority of affected employees (as agreed in consultation with the ASU), and the ASU, may agree to vary the wages and/or conditions of work of those affected employees to meet the special circumstances arising in particular parts of the business.

Replace 9.2 with the following (from 31/1/08 letter):

- 9.2. After adequate consultation and negotiation neither the Company nor the ASU will unreasonably withhold its consent.

Replace 9.3 with the following (from 31/1/08 letter):

9.3. The Special Conditions must be in writing and signed by the affected employees, the Company and an Official of the relevant Branch of the ASU.

Replace 9.8 with the following (from 31/1/08 letter):

9.8. By agreement between the company and the majority of employees affected and the ASU, shift lengths of 8, 9 & ½, 10 and 12 hours duration may be worked.

Replace 9.10 with the following (from 31/1/08 letter):

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

41.4.3. Hours of Work

Delete the words “and where employees are members of the Union”.

41.5.1. Shifts Per Day and Week

Delete the words “and where employees are members of the Union”.

41.9.1(c). Shiftwork Roster

Delete the words “and where employees are members of the Union”.

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4 June 2010 (Version 1)

5. Ensure that any ambiguity in any EBA clauses is removed

Propose a group to discuss ambiguities in our clauses so far.

41.9.1.

Perth International Airport – means the whole of the airport not just the international terminal as is current recent interpretation.

Propose definition to that effect.

Others?

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26 May 2010 (Version 1)

6. Increase redundancy entitlements including increasing payment for notice

Proposed Clause

Add to Clause 54 and changes as marked:

- 54.1.1. The Company recognises the concern expressed by the employees and their representatives relating to job security and will seek to ensure that job security is maintained
- 54.1.2. Retrenchment, whether voluntary or compulsory, shall not be declared until such a time as all aspects of the redundancies have been discussed with the employees and the ASU in an endeavour to obviate the retrenchment
- 54.1.3. The Company and 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.
- 54.1.4. 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 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
- 54.1.5. Further, prior to termination of employment and prior to the final determination, the Company will meet the obligations in 54.1.1 & 54.1.2 to consult employees and with 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 on the process to be adopted on a case by case basis.

Delete existing Clause 55 and replace with:

55. Notice Period

55.1. Employees with at least one years completed service to whom this clause shall apply, shall be given not less than the following period of notice exclusive of the period of notice prescribed by clause xx – Contract of Employment

Completed years of service	Notice
1 to 4 years	4 weeks
5 to 9 years	8 weeks
10 years and above	12 weeks

Not less than 4 weeks notice must apply to all employees. The notice period shall not commence until all appeal rights have been exhausted.

55.2. Definitions

55.2.1. “Redundancy” means a declaration by Qantas that an employee or employees are surplus to labour requirements because the quantity of their work has diminished

55.2.3. “Retrenchment” means the termination of employment of an employee by Qantas for reason of redundancy

What is changed:

- Add new 54.1.1 and 54.1.2
- Change 54.1.3 to what previously was 54.2
- Put new clause 55 re: Notice Period and definitions

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26 May 2010 (Version 1)

7. Include duty travel provisions in EBA 9

Proposed Clause

Travelling and accommodation

1. Where an employee is required to travel for duty away from their home base, they will be entitled to travel at the same priority level and the standard shall be in accordance with existing procedures

2. Accommodation and allowances

The employee will be provided with meal and travelling allowances in accordance with Company policy manuals which are as follows:

(put current priorities here)

3. Travelling times

3.1 Duty Time shall be:

International Services:

1.5 hours prior to Scheduled Departure time to 1 hour after Actual Time of Arrival, Departure or cessation of work, whichever is applicable

Domestic Services:

1.0 hour prior to Scheduled Departure time to 0.5 hour after Actual Time of Arrival, Departure or cessation of work, whichever is applicable

3.2 Travel on rostered days off, Saturdays, Sundays and public holidays shall be at the appropriate penalty rates

3.3 A minimum of 10 hours free of duty shall be allowed following return to home base if the tour of duty is in excess of normal shift length

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9 July 2010 (Version 2 amended)

8. Improve classification structure to reflect the current skills for particular jobs

Positions that claim reclassification for

1. Load Control

Level 7 Load Control to SP1
Level 9 Load Control Coordinators to SP2

2. Freight

Level 5 Load Assembly to Level 7
Level 5 Export to Level 7 (* to confirm levels)
Level 3 Freight Operations to Level 4) Perth only

3. Airports

Adelaide

Level 9 Duty Managers to SP1
Level 5 Qantas Club Supervisors to Level 6
Level 4 Chairman's Lounge to Level 6
Level 5 Customer Service Supervisors to Level 6

Melbourne

Level 3 International Victors to Level 4

Perth

Level L7 Airport Movement Controllers to Level 8

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26 May 2010 (Version 1)

9. Ensure any contractors are paid same rates and conditions

Proposed Clause

If Qantas wishes to engage independent contractors, whether in Qantas Group related companies or otherwise, to perform work that might be performed by current or future employees covered by this EBA, Qantas must first consult in good faith with affected employees and with the Union.

If, after consultation, Qantas decides to engage contractors including from Qantas Group related companies, those contractors must be afforded the same terms and conditions of employment as they would receive if they were engaged as employees of the companies covered by this EBA performing the same work.

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10. Improve staff travel to ensure equity of access, availability and recognition of service

Proposed Changes

- Change in ASU staff onload categories to restore priority over and above other staff whose categories have changed since last EBA
- Provision of confirmed seats for annual leave trip per year for staff member and family
- Removal of fuel surcharge on tickets
- Remove telephone booking fee
- Introduce e-ticketing for all interline travel
- Introduce recognition of service for Qantas staff travelling on Jetstar or develop a category system ensuring equity of access
- Ensure that Qantas staff have access to seat availability when global aviation issues occur (e.g. SARS, volcano, London bombings etc.)
- Improve refund policy for tickets

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4 June 2010 (Version 1)

11. Improve higher duties clause and consider the insertion of yearly increments

Add the following to Clause 25. Higher Duties:

25.1.1. **Add the following:**

For Airline Officers positions the starting rate for higher duties will be at increment 2 of the appropriate level. If the position continues for longer than 12 months then the increment level will be increased accordingly.

25.1.3. **Delete and replace with:**

The allowance is deemed to be part of the employee's salary rate for all purposes including for the calculation of superannuation entitlements.

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4 June 2010 (Version 1)

12. Provide a better, more accurate payroll system and pay slips that are understandable, and establish enforceable, quick protocol to deal with overpayments and underpayments
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Payroll Slips

ASU proposes a more readable payslip so staff can understand what is on the payslip.

Protocol

The principles of the protocol should be as follows:

- Underpayments need to be prioritised for processing and should be rectified within 3 days of a problem being notified. For periods of longer than 3 days interest will be payable on outstanding payments. The interest rate will be the Reserve Bank rate.
- Overpayments – Qantas will not deduct overpayments from an employee's salary without written consent.

A meeting with the effected employee and their union representative will take place to 1) explain in writing the cause of the error and overpayment, and 2) negotiate a repayment scheme over a period and at a rate suitable to the employee.

This repayment rate will be no more than 10% of the employee's fortnightly net salary.

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26 May 2010 (Version 1)

- 13. Ensure that the Qantas and QFIT Enterprise Awards are maintained as “modern” awards and that their conditions are not cut because of the Modern Airlines Ground Staff Award**
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Proposed Process

- Agreement that the following Awards be maintained as Enterprise Awards:
 - Airline Officers (Qantas Airways Limited) Award 2000
 - Airline Operations – Salaried Staff – Qantas Information Technology Ltd Award 2003
- That during EBA negotiations a separate process be undertaken to achieve an agreed modernisation of these Awards and that the agreed modern Awards be submitted to Fair Work Australia as part of the finalisation of the EBA 9 process.

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15. Provide improved access to annual leave, long service leave and DiL days

Proposed Clause

Qantas is committed to providing a safe and healthy environment to staff. Qantas is committed to ensuring that staff have access to all staff leave entitlements.

In acknowledging that a balance between work and life is necessary for a safe working environment Qantas commits to ensuring that all staff have access to their accumulated leave entitlements.

In each work place, Qantas undertakes to set staff establishment levels to allow employees to access their preferred timing of leave entitlements i.e. long service leave, annual leave, twentieth days and days in lieu. An example of appropriate establishment levels is ____ roster leave lines per ____ staff to cover leave.

Establishment levels will include the consideration of the ratio of part time to full time employees.

Qantas is also committed to ensuring that staff have access to leave entitlements and as a result commits to minimising the effects of “leave blackout” periods by ensuring that consultation with the ASU at a national and local level about such periods occurs before a decision to implement a blackout period for leave is made.

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16. Include provisions to allow ability to buy additional Annual Leave

Proposed EBA Clause – Add in Annual Leave Clause:

48/52 Flexible Work Scheme

1. The Company recognises that many employees have family and life responsibilities and is committed to providing flexible work options for all staff.
2. The 48/52 flexible work scheme is another way that the Company can assist employees to balance their work, family and life commitments.
3. This scheme provides for employees to accrue an additional 4 weeks leave entitlement (48/52 leave) by reducing their 52 week annual salary to a 48 week salary.

This allows an employee to have 4 weeks leave without pay approved but rather than lose the value of the 4 weeks pay in one period, the salary impact is spread over the rest of the year.
4. The combination of the usual annual leave entitlement and the additional 48/52 provides dayworkers with access to 8 weeks leave and shift workers access to 9 weeks leave.
5. Employees may also gain access to a flexible work arrangement based on an alternative employment fraction, eg. 50/52, 46/52 etc. Employees who do seek greater or lesser periods of leave will be informed of the impact of this leave on their entitlements and salary before the leave is approved.
6. Participation in the 48/52 scheme is optional and will be granted at the request of the employee and is available to all employees except casual employees upon application.
7. The term of participating in 48/52 flexible work scheme will be subject to negotiation at a work area level. Variation of the agreed term (i.e. to lesser or lengthen the term) may be initiated by the employee with 1 month's notice.
8. Leave accrued by the employee prior to participating in the 48/52 scheme is balanced as at the date immediately prior to participating in the 48/52 scheme and is available to the staff member at the rate at which it accrued (52/52). The accumulated amount of leave must be confirmed in writing prior to commencement of 48/52.
9. All leave entitlements which accrue during the 48/52 flexible work scheme are paid at 48/52 rates.
10. Annual Leave is accrued on the same basis as provided for in Clause 24 of the Award. 48/52 Leave accrues at the same rate as annual leave but does not attract a holiday loading.
11. Personal Leave accrues at the usual Award rate.

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4 June 2010 (Version 1)

17. Improve clauses to allow for more notice of roster changes and change of shifts

Clause 41.9.1.

- (b) Change “seven days notice” to 21 days notice
- (d) Change “at least two days” to at least “fourteen days”

Effect

7 days notice of roster change to 21 days

2 days change to 14 days

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26 May 2010 (Version 1)

- 19. Ensure all the company paid parental leave provisions are in the EBA and that they are in addition to the Federal Government Paid Parental Leave scheme due on 1 January 2011**
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Proposed EBA Clause – Add a new Clause 50.4.4.:

Amend Clause 50.4.3. to delete “ten” and include “twelve”:

50.4.4. Introduction of a Federal Government Paid Parental Leave Scheme

During the life of this agreement a federal government paid parental leave scheme will be introduced. The relationship between that federal government paid parental leave scheme and the provisions in this agreement, specifically Clause No 50.4 (current clause) will be as follows:

- (a) The federal government paid parental leave scheme will not replace any provisions in this agreement for paid or unpaid parental leave.
- (b) In the event any conditions of the federal government paid parental leave scheme are an improvement for employees on any provisions of this agreement, those improved federal government paid parental leave scheme provisions will apply.
- (c) Qantas will pay an employee on maternity leave the difference between the amount of the federal government paid parental leave scheme weekly payments and the ordinary time rates of the employee paid by Qantas in the paid Qantas maternity leave scheme. This 'top up' payment will continue for the duration of the prescribed federal government paid parental leave scheme that is taken by the employee.
- (d) Qantas will pay all superannuation entitlements to an employee accessing the federal government paid parental leave scheme, for the duration of that leave.
- (e) Qantas will provide for the accrual of all leaves during any period of paid leave taken as a part of the federal government paid parental leave scheme.
- (f) Any return to work arrangements occurring at the conclusion of the federal government paid parental leave scheme will be made in accordance with Clause 50.6 (current EBA 8 Clause).

Add:

Paternity Leave – 1 week paid – 2 weeks unpaid to be included in EBA 9 not just in policy.

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21. Eradicate harassment of staff on sick leave

Proposed Claim:

1. The ASU and Qantas recognise the need to ensure that Personal Leave and in particular sick leave is used on occasions when employees are ill or have caring responsibilities for those who are ill. No-one wants staff who are ill to attend work.
2. Qantas commits to ending the process of contacting staff at home while on sick leave through the use of outside organisations and Qantas' own staff.
3. In each location where the ASU or Qantas nominates that work needs to be undertaken to address levels of sick leave, a consultation group of the ASU representatives and Qantas managers will be formed to examine ways in which sick leave levels can be reduced.

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25. Increase Company Super contribution to 15%

Proposed EBA Clause:

On 1st July 2010 all employees covered by this agreement will receive a 2% increase in the employer contribution to their superannuation.

On 1st July 2011 all employees covered by this agreement will receive a further 2% increase in the employer contribution to their superannuation.

On 1st July 2012 all employees covered by this agreement will receive a further 1% increase in the employer contribution to their superannuation.

The contributions detailed above are to be made into an accumulation account for each employee. For employees with superannuation in defined benefit schemes it is not the intention to change the operation of these schemes because of these additional payments rather to add additional payments over the current contributions to an accumulation account on each employee's account.

For the purposes of the additional contributions the additional percentage payments will be calculated on ordinary time earnings as defined*.

* It is our intention to use the definition of ordinary time earnings in Division 6 of Qantas Superannuation Scheme

The ASU also seeks that the provision in relation to Superannuation be included in EBA 9 not in side letters, i.e. the letter of 14 December 2007 as improved be included in EBA 9.