

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

s. 170LJ Agreement with organisations of employees (Division 2)

Australiawide Airlines Limited and Hazelton Air Services Pty Ltd

and

Australian Municipal, Administrative, Clerical and Services Union
(AG2002/5382)

REGIONAL EXPRESS AIRLINE SERVICES COLLECTIVE AGREEMENT 2002

Various employees

Airline operations

COMMISSIONER RAFFAELLI

SYDNEY, 19 NOVEMBER 2002

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the Workplace Relations Act 1996, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 19 November 2002 and shall remain in force until 23 July 2005.

BY THE COMMISSION

COMMISSIONER

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REGIONAL EXPRESS

AIRLINE SERVICES COLLECTIVE AGREEMENT 2002

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1. AGREEMENT TITLE

This Agreement will be known as the Regional Express Airline Services Collective Agreement 2002.

2. PARTIES AND OBJECTIVE OF THIS AGREEMENT

2.1 This Agreement will be binding on:

(a) the Employer as defined in clause 4.6 of this Agreement;

(b) the Australian Municipal, Administrative, Clerical and Services Union ("Union"); and

(c) all Employees whether members of the Union or not, employed by the Employer in the classifications specified in Appendix 1 to this Agreement.

2.2 The parties agree that the primary objectives of this Agreement are to:

2.2.1 create a new, unified, viable and profitable full service airline from the acquisition and merger of Kendell and Hazelton airlines; and

2.2.2 preserve as many Kendell and Hazelton airline jobs in the new airline as possible.

3. AREA, INCIDENCE AND DURATION

3.1 This Agreement will apply to Employees who are employed by the Employer to work in the classifications set out in Clause 6 of this Agreement.

3.2 This provision will not limit the ability of an Employee to perform higher duties and receive the appropriate remuneration applicable to the role performed.

3.3 This Agreement will commence on the date that it is certified and will have a nominal expiry date of 23 July 2005.

3.4 If during the term of this Agreement a matter arises that adds to or alters this Agreement and the Parties are in agreement regarding the terms and conditions then a "Letter Of Agreement" will be formulated.

4. DEFINITIONS

4.1 'Award' means Airline Operations (Clerical and Administrative) Award 1999.

4.2 'Casual Employee' means an Employee engaged and paid as such.

4.3 'Certification Date' means the date on which the Australian Industrial Relations Commission certifies this Agreement.

4.4 'Commission' means the Australian Industrial Relations Commission.

4.5 'Employee' means any Employee whose employment is regulated by this Agreement.

4.6 'Employer' means:

(a) in the case of employees of Australiawide Airlines Limited (ACN 099 547 270), Australiawide Airlines Limited; and

(b) in the case of employees of Hazelton Air Services Pty Limited (ACN 000 242 928), Hazelton Air Services Pty Limited.

4.7 'Non-operational' means all administrative staff which may include: reception, staff travel, reservations, retail sales, inventory, control, finance, secretarial, flight operations and administration.

4.8 'Operational' means all staff involved with arrival and/or departure of aircraft which may include:

check in, gate operation, ramp, load control, movement control, crewing, port coordination, ticketing and customer assistance.

4.9 'Ordinary time' means the hourly rate of pay exclusive of penalty and shift allowances that would otherwise apply.

4.10 'Parties' means the Employer and the Union.

4.11 'Public Holiday' means New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day gazetted as a public holiday in the state in which the Employee is based, eg NSW August Bank Holiday, VIC Melbourne Cup Day, SA Adelaide Cup Day, TAS Regatta Day and/or Recreation Day, ACT Canberra Day.

4.12 'Union' will mean the Australian Municipal, Administrative, Clerical and Services Union of 116 Queensbury Street, Carlton South VIC 3053.

4.13 'Week' means a week commencing at 0000 hours on Monday and ending at 2359 hours the following Sunday.

4.14 'Workplace Relations Act' means the Workplace Relations Act 1996, as amended from time to time.

5. RELATIONSHIP TO AWARDS

This Agreement is a comprehensive Agreement and operates to the exclusion of all awards and other industrial agreements.

6. CLASSIFICATION OF EMPLOYEES

Employees will be classified in accordance with the classifications set out in Appendix 1.

7. CONTRACT OF EMPLOYMENT

7.1 Engagement

7.1.1 Employees may be engaged on a full-time, part-time or casual basis.

7.1.2 On commencement, the Employer will inform each Employee of the terms of their employment, and whether they are engaged on a full-time, part-time or casual basis.

7.2 Probation Period

7.2.1 Employees other than casual employees who are first employed by the Employer after the Certification Date may be required, at the Employer's discretion, to undergo an initial period of probationary employment not exceeding three (3) months. Any appointment involving probationary service will be confirmed in writing by the Employer.

7.2.2 At the conclusion of the probation period, the Employer will review the Employee's performance. At that time, the Employer will either confirm the Employee's appointment, grant a one month extension of probation or terminate the Employee's employment.

7.2.3 During the probation period, the employment of a full-time or part-time Employee may be terminated by the Employee or Employer by giving one (1) week's written notice, or by payment to the Employee or forfeiture by the Employee of one (1) week's pay in lieu of notice.

7.2.4 During the probationary period, a new Employee will be paid at the rate of 80% of the hourly rate set out in Clause 10 of this Agreement applicable to the Employee's classification in recognition of the on job training being undertaken. The period of this training rate of pay may be reduced by the Employer when satisfied the Employee is sufficiently trained.

7.3 Termination of Employment - other than during the Probation Period

7.3.1 Notice of termination by Employer

In order to terminate the employment of a full-time or part-time Employee who is not a probationary Employee, the Employer will give the Employee the following notice:

Period of continuous service	Period of Notice
1 year or less	1 week
More than 1 year and up to the completion of 3 years	2 weeks
More than 3 years and up to the completion 5 years	3 weeks
Over 5 years	4 weeks

7.3.1.1 In addition to the notice above, Employees over 45 years of age at the time of the giving of the notice with not less than two (2) years continuous service will be entitled to an additional weeks notice.

7.3.1.2 Payment in lieu of notice prescribed above will be made if the appropriate notice period is not given. However, employment may be terminated by part of the period of notice specified and part payment in lieu of notice.

7.3.1.3 In calculating any payment in lieu of notice the wages an Employee would have received in respect of the ordinary time the Employee would have worked during the period of notice had the employment not been terminated will be used.

7.3.2 Notice of Termination by Employee

7.3.2.1 A Permanent Employee who is not a probationary Employee may terminate their employment by giving three (3) weeks notice to the Employer. The Employer and the Employee may agree to a lesser period of notice. The Employer will not unreasonably withhold consent to such agreement; provided that the Employer will not be liable for the payment of any amounts in lieu of notice for any period in excess of the lesser period agreed under this clause.

7.3.2.2 If an Employee fails to give the required notice, the Employer will have the right to deduct from any payments due to the Employee on termination, including payments for accrued annual leave, an amount equal to the ordinary time rate of pay for the period of notice.

7.4 Termination for misconduct

Nothing in the above clause will affect the right of the Employer to dismiss an Employee without notice

for misconduct, and, in such cases, wages will be paid up to the time of dismissal only.

7.5 Non-Attendance

7.5.1 An Employee not attending for duty will, except as provided by the Agreement, lose pay for the actual time of such non-attendance.

7.5.2 Where an Employee is absent from their place of work for a continuous period of three (3) working days without the consent of the Employer and without good cause, the Employee will be deemed to have abandoned their employment. Under these circumstances the Employer will not be required to give notice to the Employee.

7.6 Promotion

The Employer will determine promotion from one graded position to another.

7.7 Skill Utilisation

7.7.1 The Employer may direct an Employee to carry out tasks that are incidental and peripheral to the Employee's substantive duties if those tasks are within the limits of the Employee's skill, competence and training.

7.7.2 This provision in no way allows the Employee to perform the functions of higher graded Employee's on a regular basis without appropriate higher duties allowance.

7.7.3 In exceptional circumstances where a higher grade is unable to exercise their responsibilities due to emergency or workload restriction, it would be reasonable to expect individuals to assist and/or make the relevant decisions.

7.7.4 The Employer reserves the right due to lack of workload to combine operating positions. On these specific shifts Employees may be required to perform their normal role and lower grade work. In this instance an Employee will be required to perform the duties of their substantive position and will continue for the duration of the time employed in this manner, to receive remuneration at the higher of the two rates of pay and shift or penalty payments applicable as per the provisions of this agreement.

7.7.5 Except where an Employee elects to transfer to an operating position that attracts a lower rate of remuneration, an Employee who is required to perform a lower grade of work will continue to be paid at the rate of their substantive position.

8. PART-TIME EMPLOYEES

8.1 Rate of pay

8.1.1 Part-time Employees for working ordinary time will be paid per hour 1/38th of the appropriate weekly rate, with a minimum payment of four (4) hours per engagement.

8.1.2 The spread of ordinary hours of work, exclusive of meal times, will be the same as those prescribed for weekly Employees whether classified as day or shift workers, but will not, in any case, be less than twelve (12) hours per week. The ordinary hours of work will not exceed nine (9) hours per day.

8.2 Leave entitlements

Part-time Employees will be entitled to annual leave, sick leave, and all other authorised leave on a proportional basis according to their ordinary hours of work.

9. CASUAL EMPLOYEES

9.1 A Casual Employee will be paid per hour 1/38 1h of the appropriate ordinary weekly rate plus twenty five per cent (25%), with a minimum payment of four (4) hours per engagement. The twenty five per cent (25%) loading is in lieu of normal Employee entitlements, severance pay and leave.

9.2 Casual Employees will not be eligible for Annual Leave, Sick Leave, Public Holidays, Paid Parental Leave, Paid Bereavement Leave or Paid Personal/Carer's Leave

9.3 Where a Casual Employee has been engaged by the Employer for a period of less than six (6) months, the Casual Employee's employment may be terminated on one (1) hours notice.

9.4 Where a Casual Employee has been engaged by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least six (6) months, the Casual Employee's employment may be terminated in accordance with Clause 7.3 of this Agreement as if the Casual Employee was a Permanent Employee.

9.5 Where a Casual Employee has been regularly rostered for work on a systematic basis for a continuous period of six (6) months, the position that the Employee holds will be reviewed. The review will consider the most applicable category of employment for the position and will take into account the weekly hours of work, regular rostered hours of work and the future work requirements. The following categories of employment will be considered:

- * Additional casual position/s
- * Fixed term or temporary position/s
- * Part-time position/s
- * Full time position/s

10. RATES OF PAY

10.1 Adult Employees

Full time Adult Employees will be paid weekly rates according to their classification as detailed in Appendix 1.

10.2 10.2.1 The agreed ordinary rates of pay, classification structure / job titles can be found in Appendix 1 of this Agreement. The increases payable on the agreed ordinary rates of pay will be 3% per annum. In an endeavour to ensure the viability of the merged airline, the parties agree to waive the first 3% increase, normally due on or after the first payday from the 23 July 2003. The second 3% increase is payable with effect from 23 July 2004. The third 3% increase with effect from 23 July 2005.

10.2.2 Negotiations for a new agreement will commence on 23 January 2005 or within a two (2) week period either side of this date.

10.3 When an existing Employee is given the responsibility of training a new Employee on the job, the existing Employee will be paid an additional amount of twenty percent (20%) of the single hourly rate for each hour that training responsibility is carried out.

10.4 Employees required to clean aircraft toilets as apart of their duties will receive three percent (3%) of their ordinary time rate of pay as an allowance paid weekly in addition to their ordinary rate of pay.

10.5 Those employed under this Agreement as per the provisions of Clause 2.1 of this Agreement, will maintain their rate of pay as applicable immediately before commencement of the Agreement and will be placed on the appropriate classification level as per Appendix 1 of this Agreement. Where the employee's pre-existing rate is higher than the applicable rate set out in Appendix 1, they will retain that

higher rate by way of allowance until the allowance is absorbed by incremental progression to a higher rate on the Appendix 1 scale or by way of salary increases to the substantive rate. No Employee will be financially disadvantaged in respect to their pre-existing wage rates as a result of the Agreement coming into force. Any "grandfathering" of wage rates will be reviewed at the time this agreement is renegotiated.

11. PAYMENT OF SALARIES

11.1 Salaries will be paid fortnightly by Electronic Funds Transfer to a financial institution nominated by the Employee.

11.2 Employees will be provided with a statement detailing earnings, deductions and amounts deposited to their account each pay.

11.3 Salaries will be paid into the designated account by close of business on the Friday of pay week unless unusual circumstances exist, for example public holiday or other holidays in which case payment may occur prior to the pay Friday.

11.4 Should payment not take place in accordance with Clause 11.3 the Employer will take steps to ensure the Employee is not financially disadvantaged.

12. PERFORMANCE OF HIGHER DUTIES

An Employee who is required by the Employer to perform the job of an Employee in a higher classification for a period of one whole shift or more will be paid the rate applicable of the higher classification, or should the higher duties role not be subject to this Agreement the Employee will receive the rate payable to the current incumbent, for the time worked in the higher classification.

13. HOURS OF DUTY - DAY WORKERS

13.1 The ordinary hours of work, exclusive of meal breaks, for Day Workers will not exceed a total of 152 in a twenty eight (28) day roster period (average thirty eight (38) hours per week), and will be worked between 7:00 am and 6:00 pm Monday to Friday.

13.2 The ordinary hours of work will be worked on up to twenty (20) days over a twenty eight (28) day roster period. All work outside rostered hours will be paid at the appropriate rate in accordance with Clause 16 of this Agreement.

13.3 Apart from recommencing work after the meal break provided by Clause 15.1, should an Employee be required to commence work on more than two occasions in any calendar day the provision of Clause 16.2 will apply.

14. HOURS OF DUTY - SHIFT WORKERS

14.1 The ordinary hours of work, exclusive of meal breaks, for Shift Workers will not exceed a total of one hundred and fifty two (152) in a twenty eight (28) day roster period (average 38 hours per week), and will be worked on any day of the week.

14.2 The ordinary hours of work will be worked on up to twenty (20) days over a twenty eight (28) day roster period.

14.3 Rostered shifts will be a minimum of six (6) hours and maximum nine (9) hours. All work outside rostered hours will be paid at the appropriate rate in accordance with Clause 16 of this Agreement.

14.4 A Shift Worker rostered for duty commencing before 7.00 am or finishing after 6.00 pm on any day

Monday to Friday will be paid the following shift loadings:

14.4.1	All shifts commencing not earlier than 5 am but prior to 7.00am	12.5%
14.4.2	All shifts finishing after 6 pm but not later than midnight	15.0%
14.4.3	All shifts finishing after midnight but prior to 5am or commencing prior to 5am	22.5%

14.5 Shift work rosters will be issued to ensure that affected Employees receive seven (7) days' notice of their new roster. Notice of a roster to an Employee will be deemed to have taken place on posting of the roster on the notice board.

14.6 Where a roster has been posted and the rostered commencing and finishing times of a Shift Worker are then altered by more than thirty (30) minutes within any shift, at least forty eight (48) hours' notice will be given, unless such notice is waived by mutual agreement between the Employer and the Shift Worker. Should mutual agreement not be reached, and the Employer alters the shift without forty eight (48) hours notice, then Clause 16.3 will apply.

14.7 Apart from recommencing work after the meal break provided by Clause 15.2, should an Employee be required to commence work on more than two occasions in any calendar day, except in the circumstances where the majority of hours for the second shift are performed on the following day the provisions of Clause 16.3 will apply.

14.8 Except where agreed by the Employee, shift rosters will be compiled to provide at least ten (10) hours free from duty between shifts.

15. MEAL BREAKS

15.1 Day Workers

15.1.1 Day Workers will receive an unpaid meal break of not less than thirty (30) minutes or more than one hour after no more than five (5) hours duty unless other arrangements are mutually agreed within the five (5) hour duty between the Employer and Employee.

15.1.2 Should an Employee feel that due to the operational workload on any given shift, that they may be unable to avail themselves of a break, they will notify their Supervisor. The Supervisor will either send the Employee on a break or request the Employee to continue working. Should the Employee be requested to continue working, overtime rates will be paid until such time as a break is allocated.

15.2 Shift Worker

15.2.1 Shift workers will receive a paid meal break of thirty (30) minutes during each shift before the expiration of five (5) hours continuous work. Such meal break will be counted as time worked.

15.2.2 Should an Employee feel that due to the operational workload on any given shift, that they may be unable to avail themselves of a break, they will notify their Supervisor. The Supervisor will either send the Employee on a break or request the Employee to continue working. Should the Employee be requested to continue working, overtime rates will be paid until such time as a break is allocated.

16. OVERTIME

16.1 Generally

16.1.1 The Employer may require an Employee to work reasonable overtime.

16.1.2 In the event of disruptions to the Employer's operations the Employer may require an Employee who has commenced a shift to work overtime to a maximum shift length of twelve (12) hours. This requirement will not apply where the Employee provides reasonable excuse for being unable to extend shift and does not prevent extensions of shift greater than twelve (12) hours by mutual agreement between the Employer and Employee.

16.1.3 Exchange of duty between Employees will be granted by the Employer upon request of the Employee, provided that the Employer does not incur additional costs.

16.1.4 All overtime must be authorised by the Employee's supervisor or manager in order for the Employee to be eligible for payment for overtime.

16.1.5 An Employee working overtime will be paid a meal allowance of \$9.50 where the overtime worked is in excess of one (1) hour. However the Employer may provide a suitable meal in lieu of this meal allowance.

16.2 Day Workers

16.2.1 All time worked by Day Workers outside the ordinary hours prescribed in Clause 13 of this Agreement will be paid for at time and one half for the first two (2) hours and double time thereafter of ordinary rate.

16.2.2 Where a Day Worker ceases work at a time when the usual means of conveyance is not available; the Employer will reimburse on production of a receipt by the Employee the cost of a taxi fare to enable the Day Worker to reach their home.

16.2.3 A Day Worker recalled for duty after an interval of one (1) hour or more after their normal finishing time will be paid at overtime rates for a minimum of four (4) hours.

16.2.4 A Day Worker continuing duty after midnight will be paid at a rate of double time for the time worked after midnight.

16.2.5 An Employee who works so much overtime between the termination of their ordinary duty on one (1) day and the commencement of their ordinary work on the next day that they have not had at least ten (10) consecutive hours off duty between those times will, subject to this clause, be released after completion of such overtime until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

16.2.6 If on the instruction of the Employer, such an Employee resumes or continues work without having had such ten (10) consecutive hours off duty, they will be paid at double the ordinary hourly rate until they are released from such duty for such period and they will then be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.

16.2.7 An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within six (6) months of the said election. Having elected to take time off in lieu and the leave is not taken for whatever reason; payment for time accrued at overtime rates will be made at the expiry of the six (6) month period or on termination.

16.2.8 Overtime taken as time off during ordinary rostered hours will be taken at the overtime rate at which it was accrued, i.e. 1.5 hours off for each hour worked at time and one half, and two (2) hours off for each hour worked at double time.

16.3 Shift Workers

16.3.1 All shifts worked by Shift Workers outside the ordinary hours prescribed in Clause 14 of this Agreement will be paid for at the rate of double ordinary time.

16.3.2 Overtime will not be paid when the time is worked by mutual arrangement between the Shift Workers themselves.

16.3.3 A Shift Worker required to work on a day on which they were not rostered to work will be paid double time of ordinary rate. The minimum payment will be for a period of four (4) hours.

16.3.4 The overtime provisions of this Clause 16.3 are in substitution for and not cumulative upon shift allowances prescribed in Clauses 14.4 and 18.3.

16.3.5 A Shift Worker recalled to work overtime after an interval of one hour or more after their normal finishing time will be paid at overtime rates for a minimum of four (4) hours.

16.3.6 Where more than four (4) hours actual work is performed on a call-in, the Shift Worker will be provided with a meal or paid an \$9.50 meal allowance.

16.3.7 An Employee who works so much overtime between the termination of their ordinary duty on one day and the commencement of their ordinary work on the next day that they have not had at least ten (10) consecutive hours off duty between those times will, subject to this clause, be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

16.3.8 If on the instruction of the Employer, such an Employee resumes or continues work without having had such ten (10) consecutive hours off duty, they will be paid at double the ordinary hourly rate until they are released from such duty for such period and they will then be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.

16.3.9 Where an Employee has agreed to be rostered or elects to work a pm shift followed by an am shift the provisions of Clauses 16.3.7 and 16.3.8 will not apply.

16.3.10 An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within six (6) months of the said election. Having elected to take time off in lieu and the leave is not taken for whatever reason; payment for time accrued at overtime rates will be made at the expiry of the six (6) month period or on termination.

16.3.11 Overtime taken, as time off during ordinary rostered hours will be taken at the overtime rate at which it was accrued, i.e. 1.5 hours off for each hour worked at time and one half, and 2 hours off for each hour worked a double time.

16.4 Time off in lieu of overtime payments may also be taken in accordance with Clause 23.4.

17. SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS

17.1 Generally

17.1.1 No deductions will be made from the wages of full-time and part-time Employees for the week in which any of the Public Holidays fall.

17.1.2 Where an Employee is absent from work on the working day before or the working day after a

Public Holiday without reasonable excuse or without the consent of the Employer the Employee will not be entitled to payment for such holiday. If the Employee works the Public Holiday, the Employee is paid for the Public Holiday at the applicable rate of pay.

17.2 Day Workers

17.2.1 Day workers will be paid as follows for all work performed on Saturdays, Sundays and Public Holidays:

17.2.1.1 all work on a Saturday - time and a half for the first two hours and double time thereafter.

17.2.1.2 all work on a Sunday - double time

17.2-1.3 all work on a Public Holiday - double time and a half

17.2.2 If a Day Worker is required to work on Sundays or Public Holidays, the Day Worker is required to be paid for a minimum of four hours.

17.3 Shift Worker

17.3.1 Shift Workers will be paid as follows for time worked on a Saturday, Sunday or Public Holiday:

17.3.1.1 all work on a Saturday - time and one half of ordinary hourly rate.

17.3.1.2 all work on a Sunday - double time of ordinary rate.

17.3.1.3 all work on public Holidays (except Christmas Day and Good Friday) - double time of ordinary rate.

17.3.1.4 all work on Christmas Day and Good Friday - double time and one half of ordinary rate.

17.3.2 The penalties prescribed in Clause 18.3.1 are in substitution for and not cumulative upon the shift allowances prescribed in Clause 14.4.

17-3.3 A shift Worker who is rostered off on a day which coincides with a Public Holiday will be paid a day's pay additional to their weekly wage, or have a day added to their annual leave, or will be entitled to take a day in lieu of the Public Holiday at a time mutually agreed between the Employer and Employee.

17.3.4 Where ordinary shift hours commence between 2300 hours and 2400 hours on a Sunday or public Holiday, the ordinary time worked before 2400 hours will not entitle the shift worker to the Sunday or Public Holiday rate.

17.3.5 However the ordinary time worked by a shift worker on a shift commencing before 2400 hours on the day preceding a Sunday or public Holiday and extending into a Sunday or public Holiday will be regarded as ordinary time worked on such Sunday or Public Holiday.

18. ANNUAL LEAVE

18.1 Subject to Clause 18.2, an Employee, other than a casual Employee, is entitled to twenty eight (28) consecutive days annual leave on full pay after each twelve (12) months' continuous service less the period of annual leave.

18.2 Shift Workers

18.2.1 Seven (7) day shift workers (ie shift workers who are rostered to regularly work Sundays and public holidays) are entitled to an additional seven (7) consecutive days annual leave (including non-working days) on full pay at the end of each year of continuous service.

18.2.2 If an Employee only works for part of the twelve (12) month period as a seven (7) day shift worker, the Employee is entitled to have the period of twenty eight (28) consecutive days annual leave increased by half a day for each calendar month the Employee works as a seven (7) day shift worker.

18.3 Period of Leave

18.3.1 The Employer may choose on the basis of operational requirements to approve leave on the following basis in each location:

Leave allocation excepting 20 December to 3 January

On 1 March or a mutually agreed date each year the Employer will give notice to the Employees that it intends to accept bids for leave allocation applying for the twelve (12) month period from 1 June excepting the period 20 December to 3 January.

Employees will be required to apply by 1 April indicating first and second preferences for a minimum period of twenty (20) days leave, for up to three (3) periods of one (1) week. An Employee may take up to five (5) days leave on an ad-hoc basis at a time mutually agreed between the Employee and the Employer. Employees not applying for leave under this sub clause, (with the exception of the five days leave) may have leave allocated by the Employer.

18.3.1.1 The Employer will consider all leave applications and by 1 May produce a leave roster for the twelve (12) month period from 1 June of each year, which will be posted on the notice board.

18.3.1.2 Where more than one Employee indicates a preference for leave for the same period, leave allocations will be built on a leave owing basis, where the Employee having the most leave accrued will be granted leave.

18.3.2 Leave allocation 20 December to 3 January

Leave may be allocated on a single day basis in the period 20 December to 3 January. Allocation for the peak holiday periods and Fostering of days off will be allocated using a preferential system where Employees will be invited by 1 December to indicate their preferences for work and days free from duty / leave days in this period. Days free from duty will be allocated according to the Employee's preference, taking into account operational requirements. Where more than one Employee indicates a preference for a day free from duty the Employee having worked the same day the previous year will be given preference to the leave allocation.

18.3.3 If a Public Holiday occurs during an Employee's period of annual leave and the Employee would have worked on that day if they were not on annual leave, the Employee may elect to take a day off in lieu of the public holiday or be paid an additional eight (8) hours pay.

19. PAYMENT FOR ANNUAL LEAVE

19.1 Day Workers

Upon request a Day Worker before going on annual leave will be paid the rate at which they were ordinarily employed prior to the commencement of their leave plus a loading of 17.5%. However no loading is payable on pro rata annual leave payments due on the termination of the Day Worker's employment.

19.2 Shift Workers

19-2.1 Upon request a Shift Worker before going on annual leave will be paid for the period of leave as follows:

19.2.1.1 the amount which the Shift Worker would have received had they worked their actual roster, but excluding overtime and penalty payments which the Shift Worker would have received for working on

Public Holidays had they not proceeded on leave; or

19.2.1.2 the ordinary time rate of pay for the ordinary hours the shift worker would have worked on the roster, plus a loading of 17.5% of this amount; whichever is the greater amount.

19.2.2 However, payments for annual leave made on termination will be at ordinary rates, and no loading is payable on pro rata annual leave payments due on the termination of the Shift Worker's employment.

20. LONG SERVICE LEAVE

Long Service Leave will be granted in accordance with the legislation in force from time to time in the State or Territory in which the Employee is based at the time of the benefit falling due.

21. SICK LEAVE

21.1 All permanent Employees will be entitled to the following sick leave-

On appointment	5 working days (38 hours)
After 6 months service	5 additional working days (38 hours)
After 12 months	10 working days for each year of service (76 hours)

21.2 A certificate from a registered medical practitioner or Statutory Declaration will be produced to the Employer for all sick leave taken except where the sick leave taken does not exceed a maximum of one (1) day. Sick leave entitlements taken without the provision of a medical certificate will not exceed a total of three (3) days in any one (1) year.

21.3 The Employee will, wherever practicable, before the commencement of absence inform the Employer of such Employee's inability to attend for duty and, as far as possible, state the estimated duration of the absence.

21.4 The payment for any absence on sick leave during the first three (3) months of employment of an Employee, may be withheld by the Employer until the Employee completes such three (3) months of employment, at which time the payment will be made.

21.5 An Employee will not be entitled to sick leave on full pay for any period in respect of which such Employee is entitled to workers' compensation. However, the Employer will pay to an Employee who has sick leave, entitlement under this clause, the difference between the amounts received as workers compensation, and full pay. If the Employer pays such difference, the Employee's sick leave entitlement under this clause will for each week during which such difference is paid be proportionately reduced.

21.6 If the full period of sick leave is not taken in any year, the whole or any untaken portion will be cumulative from year to year. However, the Employer will not be bound to credit an Employee for sick leave, which accrued more than twelve (12) years before the end of the last completed year of service.

21.7 If a Public Holiday occurs during an Employee's absence on sick leave then such Public Holiday will not be counted as sick leave.

21.8 If an Employee falls sick while on annual leave for a period of not less than five (5) consecutive days, they may be granted at a convenient time additional leave equivalent to the period of sickness falling within the annual leave and such absence will be recorded as sick leave. Proof of such illness will be in the form of a certificate from a medical office. The staff member should advise the Employer as soon as possible after the commencement of illness.

22. PARENTAL LEAVE

Subject to the terms of this Clause 22, Employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

22.1. Definitions

For the purpose of this Clause, "child" means a child of the Employee under the age of one (1) year except for adoption of a child where "child" means a person under the age of five (5) years 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 (6) months or more.

22.2. Basic entitlement

22.2.1. Parents are entitled to a combined total of fifty two (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.

22.2.2. Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

22.2.2.1. For maternity and paternity leave, an unbroken period of up to one (1) week at the time of the birth of the child;

22.2.2.2. For adoption leave, an unbroken period of up to three (3) weeks at the time of placement of the child.

22.3. Maternity leave

22.3.1. An Employee must provide notice to the Employer in advance of the expected date of commencement of parental leave. The notice requirements are:

22.3-1.1. Of the expected confinement date included in a certificate from a registered medical practitioner stating the Employee is pregnant and the expected date of confinement - at least ten (10) weeks;

22.3.1.2. Of the date which the Employee proposes to commence maternity leave, and the period of leave to be taken - at least four (4) weeks.

22.3.2. When the Employee gives notice under Clause 22.3.1.1 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 must not engage in any conduct inconsistent with her contract of employment.

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

22.3.4. Subject to Clause 22.2.1 and unless agreed otherwise between the Employer and Employee, an Employee may commence maternity leave at any time within twelve (12) weeks immediately prior to the expected date of birth.

22.3.5. Where the pregnancy of an Employee terminates after twenty eight (28) weeks and the Employee has not commenced maternity leave, the Employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary.

22.3.6. Except that where an Employee is suffering from an illness not related to the direct consequences of the birth, an Employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

22.3.7. Where leave is granted under Clauses 22.3.5 and 22.3.6, 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 re-commencement date desired by the Employee.

22.4. Paternity leave

22.4.1. Paternity leave may be taken in one (1) or two (2) periods.

22.4.2. An Employee must provide to the Employer at least ten (10) weeks prior to each proposed period of paternity leave, with:

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

22.4.2.2. Written notification of the dates on which he proposes to start and finish the period of paternity leave; and

22.4.2.3. A statutory declaration stating:

- * he must take that period of paternity leave to become the primary care-giver of a child;
- * particulars of any period of maternity leave sought or taken by his spouse; and
- * that for the period of paternity leave he must not engage in any conduct inconsistent with his contract of employment.

22.4.3. The Employee will not be in breach of Clause 22.4.2 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.

22.5. Adoption leave

22.5.1. Adoption leave may be taken in one (1) or two (2) periods.

22.5.2. The Employee must notify the Employer at least ten (10) 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.

22.5.3. Before commencing adoption leave, an Employee must provide the Employer with a statutory declaration stating:

- * the Employee is seeking adoption leave to become the primary caregiver of the child;
- * particulars of any period of adoption leave sought or taken by the Employee's spouse; and
- * that for the period of adoption leave the Employee must not engage in any conduct inconsistent with their contract of employment.

22.5.4. The Employer may require an Employee to provide confirmation from the appropriate government authority of the placement.

22.5.5. Where the placement of child for adoption with an Employee does not proceed or continue, the Employee must notify the Employer immediately and the Employer must nominate a time not exceeding

four (4) weeks from receipt of notification for the Employee's return to work.

22.5-6. 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.

22.5.7. An Employee seeking to adopt a child is entitled to take 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 (2) days unpaid leave. Where paid leave is available to the Employee the Employer may require the Employee to take such paid leave instead.

22.6. Variation of period of parental leave

22.6.1. Provided that the maximum period of parental leave does not exceed the period provided for in 28.2.1, an Employee may apply to the Employer to change the period of parental leave on one occasion or on more than one occasion if the Employer agrees.

22.6.2. The Employee must give at least fourteen (14) days written notice to the Employer of the period by which the leave is to be extended.

22.6.3. The period of parental leave may, with the consent of the Employer be shortened by the Employee giving at least fourteen (14) days written notice of the period by which the leave is to be shortened.

22.7. Parental leave and other entitlements

22.7.1. A period not exceeding thirty eight (38) weeks parental leave will count as service for all purposes of this agreement.

22.7.2. An Employee may in lieu of, or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding fifty two (52) weeks.

22.7.3. In addition to the entitlement in Clause 22.7.2 an Employee that either:

22.7.3.1. Resumes duty following confinement, or in accordance with Clause 22.3.6; or

22.7.3.2. Would have resumed duty following confinement but is unable to resume their career as a Employee on medical grounds (subject to a medical certificate) is entitled to a payment equal to, the lesser of the Employee's accrued sick leave or sick leave payments for a period of six (6) weeks. In the case of Clause 22.7.3.1 an Employee is entitled to this payment after they have resumed duty for a period of eight (8) weeks.

22.7.4. The period for which payment is made must be deducted from the Employee's accrued sick leave.

22.7.5. The Employer must pay its own contribution to superannuation for a maximum of fifty two (52) weeks from the date of commencement of family leave. Where the total absence from duty due to family leave exceeds fifty two (52) weeks, the Employee must pay both their own and the Employer's contributions to superannuation.

22.8. Transfer to a safe job

22.8.1. Where a 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 must, 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.

22.8.2. 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.

22.9. Returning to work after a period of parental leave

22.9.1. An Employee must notify the Employer of their intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.

22.9.2. An Employee must be entitled to their position and classification that existed immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to Clause 22.8, the Employee must be entitled to return to the position they held immediately before such transfer.

22.9.3. 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 is entitled to a position as nearly comparable in status and pay to that of their former position.

22.9.4. An Employee taking parental leave may apply for advertised vacancies whilst on leave. Provided the Employee is available to take up any resultant appointment or training on the nominated date(s) at the recommencement of duty.

22.10. Replacement Employees

22-10.1-A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.

22-10.2. A replacement Employee must be informed of the temporary nature of the employment and of the rights of the Employee who is being replaced.

23. PERSONAL CARER'S LEAVE

23.1 Use of Sick Leave

23.1.1 An Employee other than a casual Employee, with responsibilities in relation to a class of person set out in Clause 23.1.3 who needs the Employee's care and support will be entitled to use, in accordance with this sub clause, any current or accrued sick leave entitlement provided for in Clause 21.1 of this Agreement for absences to provide care and/or support for such persons when they are ill.

23.1.2 The Employee will, as required at Clause 21.1 of this Agreement, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. An Employee must not take carer's leave under this sub clause where another person has taken leave to care for the same person.

23.1.3 The entitlement to use sick leave in accordance with this sub clause is subject to:

23.1.3.1 the Employee being responsible for the care and support of the person concerned, and

23.1.3.2 the person concerned being:

(i) a spouse of the Employee; or

(ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide

- domestic basis although not legally married to the person; or
- (iii) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee of spouse or de facto spouse of the Employee; or
- (iv) a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or
- (v) a relative of the Employee who is a member of the same household, where for the purposes of this paragraph:
- (1) "relative" means a person related by blood, marriage or affinity; or
 - (2) "affinity" means a relationship that one spouse because of marriage had to blood relatives of the other; or
 - (3) "household" means a family group living in the same domestic dwelling.

23.1.4 An Employee will, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reason for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee will notify the Employer by telephone of such absence at the first opportunity on the day of absence.

23.2 Unpaid Leave

An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in Clause 23.1.3 who is ill, subject to the approval of the Chief Executive Officer.

23.3 Annual Leave

23.3.1 An Employee may elect with the consent of the Employer, subject to the appropriate State or Territory legislation from time to time, to take annual leave not exceeding five (5) days in single day periods in any calendar year at a time or times agreed by the parties for the purpose of providing care and support to a member of a class of person set out in Clause 23.1.3 who is ill.

23.3.2 Access to annual leave, as prescribed in clause 23.3.1 will be exclusive of any shutdown period provided for elsewhere under this Agreement.

23.3.3 An Employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

23.4 Time Off in Lieu of Payment for Overtime

23.4.1 An Employee may elect with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer for the purpose of providing care and support to a member of a class of person set out in Clause 23.1.3 who is ill.

23.4.2 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.

23.5 Make-up Time

23.5.1 An Employee may elect, with the consent of the Employer, to work 'make-up time" under which the Employee takes time off during ordinary hours for the purpose of providing care and support to a member of a class of person set out in Clause 23.1.3 who is ill and works those hours at a later time at the ordinary rate of pay

23.5.2 An Employee on shift work may elect, with the consent of the Employer, to work make up time (under which the Employee takes time off ordinary hours and works those hours at a later time), at the shift rate applicable to the hours taken off for the purpose of providing care and support to a member of a class of person set out in Clause 23.1.3 who is ill.

23.6 Bereavement Leave

23-6.1 An Employee other than a casual Employee will be entitled to up to two (2) days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in Clause 23-1.3.

23.6.2 The Employee must notify the Employer as soon as practicable of the intention to take bereavement leave and will, if required by the Employer, provide to the satisfaction of the Employer proof of death.

23.6.3 Bereavement Leave will be available to the Employee in respect of the death of a person prescribed for the purposes of Personal/Carer's Leave provided that for the purpose of bereavement leave, the Employee need not have been responsible for the care of the person concerned.

23.6.4 An Employee will not be entitled to bereavement leave under this clause during any period in respect of which the Employee has been granted other leave.

23.6.5 Bereavement leave may be taken in conjunction with other leave available under Clauses 23.2, 23.3, 23.4, and 23.5. In determining such a request the Employer will give consideration to the circumstances of the Employee and the reasonable operational requirements of the business.

24. DISABILITY ALLOWANCE

24.1 Where the normal working conditions of Employees are adversely affected by construction, reconstruction, alteration, major repair, or other work at or in the immediate vicinity of the premises in which the Employees are required to work, the following provisions will apply:

24.1.1 The Employer will take reasonable steps to minimize the level of discomfort for the duration of the changed working conditions;

24.1.2 Where such work extends beyond two (2) weeks and there are significant disabilities, the Union may claim on behalf of affected Employees an allowance to compensate for the disabilities associated with the work programme in accordance with the following:

24.1.2.1 Where 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, the allowance will be sixty five (65) cents per hour.

24.1.2.2 Where 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 the allowance will be forty five (45) cents per hour.

24.2 The date of effect for allowance will be from the date of representation by the Union to the Employer and subject to the existence of the disability.

24.3 The disability allowance will not be included with the wage rates for all the purposes of the award.

24.4 Where the parties are unable to agree on the significance of the disabilities, dispute settlement procedures defined in the agreement will be followed.

25. JURY SERVICE LEAVE

25.1 A staff member who is required to attend Jury Service during their ordinary working hours will be paid by the Employer an amount equal to the difference between the amount paid for attendance for Jury Service and the amount of ordinary time or shift salary they would have otherwise earned.

25.2 A staff member will notify the Employer as soon as possible when required to attend for Jury Service. Evidence of a requirement to attend Jury Service should be submitted to the Employer as soon as possible.

25.3 The Employee will provide the Employer:-

- (a) proof of attendance for Jury Service
- (b) a statement of the duration of attendance
- (c) a statement showing the amount received for such attendance.

26. ACCIDENT PAY

Employees will be granted Accident Pay in accordance with the legislation in force from time to time in the State or Territory in which the Employee is based at the time of the benefit falling due.

27. TRAVEL TIME PAYMENT

27.1 Except as provided in Clause 27.2 all time spent traveling will be paid at ordinary time rate of pay.

27.2 On Saturdays, Sundays and Public Holidays travel time should be paid for at the appropriate penalty rate.

27.3 For the purposes of this Clause where an Employee is kept waiting for transport they will be paid reasonable waiting time consistent with the circumstances of the particular case.

27.4 An Employee required to travel at the request of the Employer will at the discretion of the Employer be provided with confirmed space on the appropriate aircraft.

27.5 Travel time payments only will apply when the Employee is requested to attend work at a worksite other than their normal place of employment. This does not apply for normal travel between the Employee's usual place of employment and their home.

28. SUPERANNUATION

Superannuation will be paid in accordance with the Superannuation Guarantee Legislation. The choice of funds is currently restricted to those company funds existing at the date of this Agreement.

The parties agree to enter into discussions with a view to moving to a single fund over the terms of the agreement.

29. REDUNDANCY

29.1 In addition to the period of notice prescribed for ordinary termination, where the permanent Employee's employment is terminated in circumstances where the Employer no longer wishes the job the Employee has been doing to be done by anyone, and this is due to the ordinary and customary turnover of labour, the Employee will be entitled to the following amount of severance pay in respect of continuous periods of service:

Period of Continuous Service Severance Pay

	Under 45 yrs of age	45 yrs & over
1 year or less	nil	nil

1 year and up to the completion of 2 years	4 weeks	5.00 weeks
2 years and up to the completion of 3 years	7 weeks	8.75 weeks
3 years and up to the completion of 4 years	10 weeks	12.5 weeks
4 years and up to the completion of 5 years	12 weeks	15.0 weeks
5 years and up to the completion of 6 years	14 weeks	17.5 weeks
6 years and up to the completion of 7 years	16 weeks	20.0 weeks

29.2 The term "weeks pay" means the ordinary time rate of pay for the Employee concerned.

29.3 The Employer will not be obliged to make a severance payment if the Employer obtains suitable and reasonable alternative employment for the Employee, and the Employee rejects the offer, eg the requirement of a change of domicile would be considered unreasonable.

30. DUTY AND RESPONSIBILITY

30.1 The Employee will diligently and faithfully perform all the duties and responsibilities of their employment position.

30.2 An Employer may direct an Employee to carry out tasks in any work area provided the Employer may only direct an Employee to carry out such duties as are within the limits of the Employee's skill, competency and training.

30.3 The Employee undertakes:

- * to devote the whole of the Employee's working time and attention and use the Employee's best endeavors to further the development, reputation and business of the Employer;
- * to observe all lawful directions, orders and instructions of the Employer; and
- * not to be directly or indirectly involved or engaged in work for or provide services to another Employer, business or individual whether paid or otherwise, which may in any way directly conflict with the interests of the Employer, unless otherwise agreed in writing by the Employer.

31. RELATIONSHIP TO COMPANY POLICY AND PROCEDURES

This agreement is supported by policies and procedures determined by the Employer from time to time. These policies and procedures will not reduce the substantive entitlements contained in this Agreement, but provide guidelines for the fair and efficient administration of the employment relationship and for the safe and efficient conduct of duties.

32. AMENITIES

Employees will be provided with suitable area for rest and meal purposes and will be supplied with hot beverage making facilities and food heating equipment.

33. UNIFORM AND PROTECTIVE CLOTHING

33.1 Where an Employee is required to wear a uniform and/or protective clothing, such uniform and/or protective clothing will be supplied by the Employer.

33.2 The Employee will wear the uniform as supplied in a tidy manner and will maintain the uniform in a clean and presentable condition at all times.

34. NOTICE BOARDS

The Employer will permit notice boards of reasonable dimensions to be erected in a permanent position

in its establishment, upon which the Union will be permitted to post formal Union notices, signed by the National or the Branch Secretary of the Union, or their nominee. Any notice posted on such board and not signed accordingly may be removed by the accredited Union representative or by the Employer.

35. OFFICE REPRESENTATIVE

An Employee authorised by the Union as an office representative in the office or department in which they are employed will, upon notification to the Employer by the Union, be recognized as the representative of the Union and they will be allowed reasonable time during working hours to interview the Employer or its representative on matters affecting Employees whom they represent.

36. FIRST AID

An Employee who holds an appropriate first aid qualification, and is required by the Employer to perform first aid duties, will be paid a weekly allowance of \$8.50.

37. ATTENDANCE AT TRAINING COURSES

37.1 An Employee who is required by the Employer to attend a training course, will be paid full salary, including all shift allowances and weekend penalty rates that the Employee would have received had they worked their normal roster.

37.2 An Employee who is required by the Employer to attend a training course that requires overnight accommodation, will be provided such accommodation to a minimum standard of three (3) stars in regional areas and four (4) stars in capital cities, as per the Dawson's Accommodation Guide.

38. DISPUTE SETTLEMENT PROCEDURE

38.1 The following procedures will be carried out to deal with either individual or collective issues. At all stages of these procedures, the Employee may elect to have a third party present:

38.1.1 The matter will first be discussed by the aggrieved Employee with their Supervisor and/or Manager

38.1.2 If not settled, the matter will then be discussed by the aggrieved Employee with Management in the following order:

- * Department Manager
- * Executive Manager

If still not resolved, the matter will be discussed between the Employee Union delegate and an appropriate representative of the Employer.

38.2 Should an issue remain unresolved, it will be submitted to the Commission whose decision will, subject to any appeal in accordance with the Workplace Relations Act, be final and will be accepted by the parties.

38.3 While the above procedure is being followed, work will continue as per the status quo prior to the dispute arising. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this Clause.

38.4 Where a bona fide safety issue is involved, the Employer and the appropriate safety authority must be notified concurrently or at least a bona fide attempt made to so notify the authority.

38.5 To the extent that the exercise of Commission powers contained in s.111AA (Recommendations by Consent) are required to resolve matters not resolved, the Commission is

empowered by this Agreement to make such recommendation and to hear any appeal lodged by any party against such recommendation or decision under paragraph (f). Such appeals will be on the basis that jurisdictional objections will not be raised (but this understanding will not prevent appeals alleging procedural unfairness and the like).

39. CONSULTATIVE MECHANISMS

Consultative mechanisms concerning matters involving changes to the Organisation or performance of work will be implemented as required. The form, structure and method of implementing consultative mechanisms will be determined by agreement between the Employer, Employees and the Union.

40. NO FURTHER CLAIMS

40.1 It is a term of this Agreement that both the Union and the Employer undertake, for the duration of the Agreement, not to pursue any further claims, award or over award.

40.2 The rates of pay specified in this Agreement will apply for the duration of the Agreement.

40.3 For the duration of this Agreement there will be no application of any increases pursuant to State or National Wage Case decisions.

41. SIGNATURE CLAUSE

Signed for and on behalf of
THE AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL AND SERVICES UNION
in the presence of:

Signature of witness Signature of Authorised Officer

Name of witness Name of Authorised Officer

Dated: /2002

Signed for and on behalf of
AUSTRALIAWIDE AIRLINES LIMITED, and
HAZELTON AIR SERVICES PTY LIMITED
by their authorised officer,
MICHAEL JONES, Chief Executive Officer:

Signature of Authorised Officer

Name of Authorised Officer

Date /2002

APPENDIX 1

REGIONAL EXPRESS AIRLINE SERVICES COLLECTIVE AGREEMENT 2002

LEVEL	WEEKLY RATE
Level 1	\$500.08

Induction

Level 2 %525.16-\$567.72
Ground Service Officer
Accounts Clerk/Receptionist
Admin Assistant
Technical Publications
Call Centre Staff

Level 3 \$605.72
Customer Service Officer
Lounge Officer
Payroll Clerk
Accounts Clerk
Call Centre Senior
Librarian

Level 4 %615.22
Travel Centre Consultants

Level 5 \$663.48
Customer Service Coordinator
Revenue Supervisor
Airport Manager (small port)
Accounts Supervisor

Level 6 \$682.48
External Sales (Travel Agent Liaisons)
Despatch Officer (Weight & Balance)
Crew Planning Officer
Travel Centre Supervisor
Crewing Officer
Port Coordinator
Pricing and Revenue Analyst
Scheduling Analyst
Rostering Officer

Level 7 \$759.62
Ramp Supervisor
Despatch Supervisor
Crewing Supervisor
Network Operations Officer
Operations Officer (Shift Senior)
Payroll Supervisor

Level 8

\$807.50

Network Operator Supervisor

* Level 1 Employees shall normally be paid at the Induction rate for a period of between 4-6 weeks.

** Level 2 Regional Express will take into account skills experience and qualifications in placing Employees within the weekly rate band prescribed above.