

**AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

*Workplace Relations Act 1996*  
S.170LJ Agreement with organisations of employees (Division 2)

**United Airlines Inc, Australia**

**and**

**Australian Municipal, Administrative, Clerical and Services Union**  
(AG2004/6728)

**UNITED AIRLINES EMPLOYMENT AGREEMENT 2004**

Airline operations

COMMISSIONER RAFFAELLI

SYDNEY, 11 NOVEMBER 2004

**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 11 November 2004 and shall remain in force until 10 November 2006.

BY THE COMMISSION:

COMMISSIONER

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UNITED AIRLINES INC AUSTRALIA EMPLOYMENT AGREEMENT 2004

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## **1. TITLE AND JURISDICTION**

This Agreement shall be known as the "United Airlines Employment Agreement 2004" (the Agreement) and is made pursuant to Part VIB Division 2 of the Workplace Relations Act 1996 (Cth) (the Act).

## **2. SCOPE AND APPLICATION**

This Agreement applies to employees in the Company's Australian operations who are engaged in relevant job classifications in the Overseas Airlines (Interim) Award 1999 (the Award).

## **3. PARTIES**

The parties to this Agreement are:

- a. United Airlines Inc (the Company);
- b. Australian Municipal, Administrative, Clerical and Services Union (the Union), members of the union and employees of the Company who are eligible to be members.

## **4. DATE AND PERIOD OF OPERATION**

- a. This Agreement shall operate from the date this Agreement is approved by the Australian Industrial Relations Commission (the Commission).
- b. The nominal expiration date of this Agreement is two (2) years from the date of certification.
- c. The parties agree to commence discussions for a new Agreement no later than four (4) months prior to the expiration of this Agreement.

## **5. RELATIONSHIP OF THIS AGREEMENT TO AWARD**

- a. This Agreement shall be considered in conjunction with the provisions of the Award.
- b. Subject to the provisions of s.170LY of the Act, where this Agreement prescribes terms and conditions of employment that are additional to or inconsistent with those in the Award, this Agreement shall prevail to the extent of any inconsistency.
- c. If a National Wage Case decision results in changes to the Award that exceed rates of pay under this Agreement for any classification then the Award rate of pay will

apply, to that position or positions.

## **6. NO EXTRA CLAIMS**

a. It is a term of this Agreement that the Union and all employees covered by this Agreement will not pursue any further claims whatsoever against the Company during the period of operation of this Agreement, including, but not limited to wage increases arising from Award variations or decisions of the Commission other than increases that are consistent with the terms of the Agreement.

b. This clause refers to all employment related and industrial matters including but not limited to those negotiated between the parties and any other current or potential employment related or industrial matter (or collateral matters) between the parties to this Agreement.

c. This clause shall in no way affect the Union's right to vary the parent Award to insert Federal standards in respect of Conditions of Employment or National Wage Case Rates.

## **7. CONSULTATION**

The parties shall establish a Joint Consultative Committee to address issues which arise during the life of this Agreement, provided that disputes or employee grievances arising out of the operation of this Agreement shall be dealt with in accordance with Clause 13 - Avoidance of Industrial Disputes.

## **8. SALARY RATES**

The following schedule of increases will be made to wage rates and wage related allowances:

a. Upon formal acceptance of this Agreement (by way of employee vote), a 2.75% base pay increase will be paid. This increase will be effective from 1 September 2004.

b. A further 3.5% base pay increase on 1 July 2005.

## **9. UNITED AIRLINES SUCCESS SHARING PLAN**

a. Employees covered by this Agreement will be eligible to participate in the Success Sharing Plan (SSP) subject to the terms of the Success Sharing guidelines as prescribed by the Company and for the duration of this Agreement, provided that the SSP continues for the life of this Agreement.

b. As agreed between the parties, participation in the SSP by employees covered by this Agreement will be from 1 January 2004 and will be limited to the Customer Satisfaction and Operational goals only. Employees covered by this Agreement will NOT participate in the financial part of the SSP.

c. Employees will need to be actively employed on the payroll as of the dates of payouts to receive their SSP payment.

d. The SSP goals and guidelines are established by the Board of Directors each quarter for the Operational goal and the Customer Satisfaction goal. These goals will be communicated to employees as soon as they have been finalised.

## **10. SUPERANNUATION**

a. Employees covered by this Agreement will, during ordinary working hours, have the opportunity to attend superannuation information sessions. The purpose of these sessions is to communicate to employees how the United Airlines Superannuation Plan operates and answer any employee questions.

b. All employees will remain or become members of The United Airlines Australian Superannuation Plan. The Company will continue to make contributions on behalf of employees to the plan during the life of this Agreement at legislated contribution levels, consistent with the provisions of the Superannuation Guarantee (Administration) Act 1992 (Cth).

c. Nominations from employees shall be sought for the Superannuation Committee, as defined in the Superannuation Trust Deed, which will meet quarterly and be chaired by the Human Resources Manager or their representative. Minutes from this Committee shall be distributed to employees and the Union.

## **11. COMMUNICATION**

a. The Company will continue to hold regular staff meetings to update employees on Company matters and inform staff of the Company's performance and direction.

b. The Company is committed to ensuring that good levels of communication are maintained throughout the Company and particularly within Departments of the Company. In this regard, the Company will implement a policy instituting regular meetings within each Department that a member of Human Resources will attend on a regular basis.

c. The parties will also ensure that quarterly JCC meetings are held to discuss issues arising in the workplace including the issues referred to in this Agreement.

## **12. COUNSELLING AND DISCIPLINARY PROCEDURES**

a. Parties to this Agreement acknowledge and agree to follow the Company's Employee Counselling Procedure as detailed in Annexure A, and the Employee Disciplinary Procedure as detailed in Annexure B.

b. The parties acknowledge that Annexures A and B form part of the Company's policies and procedures and may be changed from time to time. Such changes will be binding and are to be first notified to employees and the Union.

## **13. AVOIDANCE OF INDUSTRIAL DISPUTES**

### Settlement of Disputes

Any dispute arising from this Agreement shall be determined pursuant to the following procedures:

a. The matter shall first be discussed by the aggrieved employee with their supervisor.

b. If not settled, the matter shall be discussed by the aggrieved employee, the delegate and the supervisor.

c. If not settled, the matter shall be discussed between a Union official and an appropriate Human Resources representative of the Company.

d. If agreement has not been reached, the matter shall then be discussed between a representative of the Company and the federal body of the Union.

e. If the matter is still not settled, it may be submitted to a member of the Commission whose decision will, subject to any appeal in accordance with the Act, be final and will be accepted by the parties.

f. Excepting matters involving safety, until the matter is determined, work shall continue normally. No party shall be prejudiced as to the final settlement by

continuance of work in accordance with this subclause.

To the extent that the exercise of Commission powers contained in s.111AA (Recommendations by Consent) of the Act 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 shall not prevent appeals alleging procedural unfairness and the like).

#### **14. TRAINING ISSUES**

a. Within six (6) months of the certification of this Agreement the Human Resources Department conduct a skills and training needs assessment of each employee covered by this Agreement. The Human Resources Department will then facilitate and publish training plans for all employees.

b. These plans will be reviewed annually with Human Resources and Managers to ensure that training is occurring and to re-assess each employee's training needs. It is the responsibility of the employee and their Manager to ensure that training occurs. Training may consist of skills training, on the job training, mentoring or accessing computer assisted training courses.

c. The Company shall endeavor to conduct training during ordinary working hours. Where employees are trained outside ordinary hours the employees shall be paid in accordance with Clause 21.6-Time Off in Lieu of Overtime of the Award or be paid at single time.

d. The Company commits to undertaking training of employees on a voluntary basis to allow the multi-skilling of employees to facilitate work across different areas of the Company. The multi-skilling training has already commenced between reservations and airports and will continue in this fashion.

e. On certification of this agreement the Human Resources Department will consider a plan for commencing multi-skilling which will include consideration of training, numbers and the process of seeking expressions of interest from those seeking to be multi-skilled. This plan will be made available for discussion by the JCC at JCC meetings.

#### **15. MAKE UP TIME**

a. An employee on day work may elect, with the consent of the Company, to work make up time where the employee takes time off during ordinary hours and works those hours at a later time.

b. An employee on shift work may elect, with the consent of the Company, to work make up time where the employee takes time off during ordinary hours and work those hours at a later time. Hours worked as make up time will be paid at the shift work rate that was applicable to the original roster (from where the hours were taken off).

c. Employees will with the consent of the Company work make up time within twenty-eight (28) days from the date of taking the time off.

#### **16. PART TIME EMPLOYEES**

a. The Company recognises the importance of employees maintaining a balance between work and family commitments. As such, the Company will consider requests from employees who desire the opportunity to work part-time. Any requests for the expansion of part-time work should be made to the Department Manager, and must fit the operational needs of the position.

b. Part-time employees may be rostered to work up to twenty-seven (27) hours a week

or nine (9) ordinary hours in a day.

c. Hours in excess of rostered hours per week shall be paid at overtime rates. The minimum engagement of a part time employee shall be four (4) hours per day with a minimum of eight (8) hours per week.

#### **17. PART TIME TO FULL TIME SECONDMENTS**

a. Upon agreement between the Company, the union and an individual part time employee, a part time employee may work as a full time employee for a period of no less than four (4) weeks and no greater than sixteen (16) weeks to assist the Company to meet short term work peaks. The period during which the part time employee works full time will be referred to as the secondment period.

b. To fill proposed secondment periods, the Company will call for expressions of interest from interested part time employees no less than four (4) weeks before the commencement of the secondment period.

c. After the secondment period, the part time employee will revert to the hours and arrangements of their employment prior to the commencement of the secondment period.

d. During the secondment period, the employee will be employed under the same terms and conditions as any other equivalent full time employee employed under this Agreement. All entitlements will accrue as for a full time employee under this Agreement during the secondment period.

e. It is the intention of the provisions in this clause that the introduction of this flexibility will create additional employment opportunities and will not negatively impact on full time and part time employment. As the aim of this clause is to maintain the efficiency of the Company's operations, the Company will ensure, subject to business needs, the retention of reasonable amounts of overtime for permanent employees.

f. It is not the intention of this clause that one secondment period served by a part time employee will be terminated and that another secondment period will immediately commence with another part time employee to perform the same position.

g. In instances where the secondment period lasts in a position for thirty two (32) weeks in a fifty two (52) week period, the Company agrees to make the position full time.

h. In the circumstances where the secondment period operates to cover parental leave, up to fifty two (52) weeks secondment by agreement between the Company, the union and an individual part time employee is possible and clause 17 (g) above will not apply.

#### **18. ANNUAL LEAVE**

Annual leave may be taken when accrued, rather than on anniversary dates, with prior management approval. Annual leave may also be taken in single days, with prior management approval.

#### **19. REDUNDANCY**

a. Where the Company undertakes any staff reductions by way of redundancies, temporary and casual positions will be removed from the company structure before making full-time and part-time positions redundant and the following rates of redundancy payment will apply:

1. Four (4) weeks pay for each year of service with a minimum of four (4) weeks pay.

2. Pro-rata payment for each completed month of service.

3. Redundancy payment will be capped at seventy-five (75) weeks' pay.

b. Redundancy payments will be calculated at the ordinary time rate prescribed under the Agreement and shall include regular weekly payments, such as service increments and supervisory allowances, but shall exclude shift, overtime and extraneous payments.

c. An employee who is made redundant will not receive a payment exceeding the amount he/she would have received had he/she continued in the employ of the Company until his/her normal retirement date.

d. Notice of termination will be in accordance with this Agreement provided however that a redundant employee shall receive a minimum of four (4) weeks' notice.

e. A redundant employee will be paid at the appropriate rate prescribed by the Award in respect of accrued annual leave that has not been taken.

f. The staff travel concessions for redundant employees will be as stated in employee's Terms & Conditions of Employment.

g. The Company will meet as a minimum its statutory obligations to consult the Union on matters relating to redundancies including the measures to avert and minimise redundancies.

h. Before implementing any compulsory redundancies the Company will investigate, provide information to and consult with the affected employees and the Union in relation to the following options:

\* termination of all casual and temporary positions from the Company before making full-time or part-time positions redundant;

\* seeking expressions of interest from employees for voluntary redundancies;

\* re-deployment of employees to other positions within the Company;

\* employees taking extended leave and exhausting accumulated leave;

\* employees taking periods of unpaid leave; and

\* full-time employees converting to part-time or job share.

i. Only after the options listed above have been explored a process of selection of employees for compulsory redundancy, based on an assessment of each position, will take place.

## **20. RETENTION OF RATE**

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Where, as a result of the rationalization of the Company's operations, the introduction of technological change or changes in work practices occurs, the following will apply to minimise redundancies.

a. Where an employee who is appointed to a classification (s), which receives a lower fortnightly wage rate than the current fortnightly wage rate of his/her classification they shall retain the wage rate applicable to their previous classification for a period of six (6) months. After this time, employees will revert to the lower rate and will be eligible to receive wage increases thereafter.

b. If an employee rejects, or declines an appointment in accordance with paragraph a.

above, he or she shall be deemed as electing to accept redundancy.

c. In respect of paragraph a. there will be a trial period of four (4) weeks in the new position, and at the end of that time the employee must either accept the new position or shall be deemed as accepting redundancy in accordance with paragraph b.

## **21. INTRODUCTION OF CHANGE - New Process and Technology**

a. Where the Company has made a definite decision to introduce major changes in production, program, organisation (including rostering), structure or technology that are likely to have "significant effects" on employees, the Company shall notify the employees who may be affected by the proposed changes and the parties to the Agreement.

b. "Significant effects" include, major rostering changes, major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination of the Company's workforce or in the skills required; and the restructuring of jobs.

c. The notification will take place, except as provided in paragraph e. below, twenty one (21) days in advance of the introduction of the changes referred to in paragraph a. Employees and the ASU may make any submissions they wish the Company to consider in relation to the introduction of the changes to the Human Resources Department within seven days of the notification by the Company. The Company will then consider those submissions and may invite the employees and the Union to discuss the changes notified and the submissions.

d. For the purposes of discussion which may follow notification, the Company shall provide to the employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees, provided that the Company shall not be required to disclose confidential information, the disclosure of which would be inimical to the Company's interest.

e. The period for notification provision in paragraph b. will not apply in the case of any event over which the Company has no control such as war, terrorism or natural disaster or a direction from the Company's Head Office. In the case of such events the Company commits to consult as soon as possible after the occurrences of the event.

f. Any disputes arising under this clause will be resolved in accordance with Clause 13 - Avoidance of Industrial Disputes.

## **22. HOURS OF WORK**

a. Day Work

1. The ordinary hours of work shall not exceed:

\* Thirty-eight (38) ordinary hours within a work cycle not exceeding five (5) working days Monday to Friday; or

\* Seventy-six (76) ordinary hours within a two (2) week work cycle not exceeding ten (10) working days.

2. The ordinary hours of work may be worked at the election of the employee and by agreement with the Company within the hours of 7.00am and 7.00p.m.

3. Ordinary working hours will be thirty-eight (38) hours per week or seventy-six (76) hours per fortnight. Unless there is another arrangement between the Company and the employee any hours worked by the employee in excess of thirty-eight (38) hours per week or seventy-six (76) per fortnight will be treated as overtime.

4. The parties note that the Company will require employees to work overtime on an as needs basis. Subject to paragraph 5., this shall be allocated in accordance with current custom and practice or a published roster.

5. Employees currently working ordinary hours beyond 6.00pm as at 5 February 1996 shall continue to receive afternoon shift loading as provided in the Award, subject to the following:

\* Employees continue to work ordinary hours beyond 6.00pm;

\* If the employee elects to alter his/her roster hours, he/she shall not be entitled to the loadings.

6. The number of ordinary hours of work in accordance with this clause shall not exceed ten (10) on any day.

7. The minimum shift lengths for ordinary hours shall be four (4) hours.

8. Any dispute or grievance in relation to the application of this sub-clause shall be dealt with in accordance with Clause 13 -Avoidance of Industrial Disputes.

b. Hours of work - Non Continuous Shift work

1. The ordinary hours of employees shall not exceed :

\* Thirty-eight (38) ordinary hours in any seven (7) consecutive days; or

\* Seventy-six (76) ordinary hours in any fourteen (14) consecutive days.

2. The number of ordinary hours of work shall not exceed ten (10) on any day.

3. The ordinary hours of work may be worked at the election of the employee and by agreement within the hours of 7.00am and 7.00p.m.

4. Ordinary working hours will be thirty-eight (38) hours per week or seventy-six (76) hours per fortnight. Unless there is another arrangement between the Company and the employee any hours worked but the employee in excess of thirty-eight (38) hours per week will be treated as overtime.

5. The parties note that the Company will require overtime on an as needs basis. Subject to paragraph 6., this shall be in accordance with current custom and practice or a published roster.

6. Employees currently working ordinary hours beyond 6.00pm as at 5 February 1996 shall continue to receive afternoon shift loading as provided in the Award, subject to the following:

\* Employees continue to work ordinary hours beyond 6.00pm;

\* If the employee elects to alter his/her roster hours, he/she shall not be entitled to the loadings.

7. The ordinary hours of work in accordance with this clause shall not exceed ten (10) on any day.

8. The minimum shift lengths for ordinary hours shall be four (4) hours.

9. Any dispute or grievance in relation to the application of this sub-clause shall be dealt with in accordance with the Clause 13 - Avoidance of Industrial Disputes.

10. The hours of work for any employee or employees may be altered by the Company within the spread of hours prescribed above after giving seven (7) days notice, provided that by agreement between the Company and the employee(s) concerned, the period of notice may be varied and reduced accordingly.

11. Multi-start payments paid in accordance with current practice shall be averaged as a one off lump sum payment to all employees eligible "for such payments: "The practice of multi-start payments will be eliminated.

### **23. ENGAGEMENT OF TEMPORARY STAFF**

a. Engagement of temporary staff will on either a casual or fixed term basis only take place after full-time and part-time staff have been offered the option of working additional hours by the Department Head and / or Human Resources.

b. If there are no volunteers to work additional hours temporary staff will be engaged on an "as needs" basis in addition to full time and part time permanent staff by the Company.

c. Temporary casuals will be engaged on a day to day basis for not more than three (3) months.

d. Temporary fixed term staff will not be engaged in a position for more than fifty-two (52) weeks. Beyond this time, the position will be converted to a permanent position.

e. This clause does not apply to the hiring of temporary staff to fill parental leave positions or positions required to be filled as the result of absences related to injury or illness.

### **24. JOB SHARE**

a. Parties to this Agreement acknowledge and agree to follow the Company's Job Share Policy as detailed in Annexure C.

b. The parties acknowledge that Annexure C forms part of this Agreement and will not be amended during the life of this Agreement without the consent of the parties.

### **25. RIGHTS OF EMPLOYEES**

a. Consistent with the provisions of the Act, the Company recognises the rights of the employees covered by this Agreement to:

1. Join a registered union.

2. Exercise their rights pertaining to union membership without discrimination or victimisation in their employment.

3. Exercise their rights to become a delegate/elected representative of the employees without any discrimination or victimisation in their employment.

b. Consistent with the Company's obligations under the Act the Company agrees to:

1. Provide any employee a copy of the relevant agreements upon request.

2. Recognise the rights of delegates / employee representatives who are elected by the employees as the on-site representative of the Union.

3. Subject to prior approval of the Department Head and Human Resources Manager, delegates / employee representatives will be allowed access to Company resources to

conduct legitimate union business with the Company employees. For the purpose of this paragraph "legitimate union business" includes, but is not limited to, the briefing of employees on relevant industrial issues distributing authorized materials, and placing Union information on a notice board for employees to read. This activity must be conducted in a manner that does not disrupt the Company's business.

4. Subject to prior and acceptable arrangements being made with the management an authorised Union representative is entitled to enter the premises at all reasonable times and to interview and / or meet any employee (s) but not as to interfere unreasonably with the Company's business.

5. Subject to written notification to the Company and Company approval in advance a total of five (5) days unpaid leave will be allowed for delegates / employee representatives to attend accredited union training courses. The five (5) days may be used by one (1) delegate or used by five (5) delegates for one day each or any combination of the above.

## **26. CLASSIFICATION**

The Company agrees to publish an up to date classification structure after certification of this Agreement.

## **27. TIME OFF IN LIEU OF OVERTIME**

The parties to this agreement agree that notwithstanding the provisions of Clause 11 - Overtime of the Award, the following shall apply:

a. Any overtime worked by employees covered by this Agreement shall be paid at the appropriate penalty rate. Provided, however, where the employee elects to take time off in lieu of such overtime, and the Company agrees, he/she shall be allowed free of duty the number of hours worked on overtime. Such time off shall be paid at the ordinary time rate of pay, and shall be taken at a time mutually agreed between the parties.

b. Time off in lieu of overtime shall be given and taken within twenty-eight (28) days of the occurrence of the overtime. Where time off in lieu is not granted within the prescribed period, the time off shall be added to the employee's annual leave.

c. The allocation of overtime shall not be influenced by an employee's preference to be paid for overtime worked or to take time off in lieu thereof.

d. The Company's salary and attendance records shall specify whether overtime is paid at the appropriate penalty rate or granted as time off in lieu at the employee's request.

e. Such records shall be available to employees or the Union for inspection in accordance with the provisions of the Act.

## **ANNEXURE A**

### **UNITED AIRLINES INC COUNSELLING PROCEDURE**

This procedure will be used in circumstances involving:

\* minor breaches by employees of their contracts of employment e.g. minor events of absenteeism or minor discourtesies, episodic unacceptable behaviour etc;

\* any performance related issues.

In very serious matters (such as serious or willful misconduct) immediate termination of employment may be considered. In this case the company's Discipline Procedure will

be utilised.

#### Informal Discussions

The details of any minor alleged unsatisfactory conduct, attitude, or poor or non-performance will be discussed with the employee in an informal manner. The employee will be given the opportunity to respond to each allegation. File notes will be taken.

\* If the employee's explanations are accepted the meeting will be discontinued.

\* If the employee's explanations are reasonably rejected, then:

(a) the employee is instructed as to what improvements are required;

(b) any assistance required by the employee to effect these improvements will be noted;

(c) a review meeting will be set for a time within the next two weeks;

(d) at the assigned time, the first formal interview will be conducted.

\* If the employee's performance has improved then no further action will be taken.

\* If the performance has not improved the procedure for the first formal interview will be followed.

#### First Formal Interview

NB If a situation is sufficiently serious the informal discussions will be omitted and the counselling procedure will begin with the first formal interview.

At this meeting the employee will be given written details of the alleged unsatisfactory conduct, attitude or poor or non-performance and will be given the opportunity to respond to the allegations. Employees may have a witness present, if they choose. If an informal interview has taken place, reference will be made to the content of that meeting.

File notes will be taken.

\* If the employee's explanations are accepted then the interview will be terminated.

\* If the employee's explanations are reasonably rejected:

(a) the employee will be instructed as to the required improvements;

(b) any assistance which is required from the company to effect these improvements will be noted;

(c) a further review meeting will be set;

(d) a letter will be sent to the employee listing the allegations, the required improvements and the date of the next review meeting. The letter will state that the employee's employment is at risk if no improvements occur;

(e) the employee's performance will be monitored and the second formal interview will be conducted.

\* If the employee's performance has improved satisfactorily then no further steps will be taken.

\* If the employee's performance has not improved following the first formal interview then the procedure for the second formal interview will be followed.

#### Second Formal Interview

A Company witness will be present at this interview. Employees may have a witness present if they choose. File notes will be taken.

(a) The alleged unsatisfactory conduct, attitude, poor or non-performance will be set out in writing and discussed with the employee, and reference will be made to the content of the letter which was sent to the employee after the first formal interview;

(b) the required improvements and any assistance required from the company to effect these improvements will be noted;

(c) the fact that the employee's employment is at risk and could be terminated if the required level of improvement is not attained, will be confirmed;

(d) the final review meeting will be set;

(e) a letter will be sent to the employee listing the allegations, the required improvements and the date of the next review meeting. The letter will state that the employee's employment is at risk if no improvements occur;

(f) the employee's performance will be monitored and any matters of concern will be raised with the employee;

(g) the final review interview will be conducted.

(h) The employee will have the opportunity to respond.

\* If the employee's performance has improved as required then the interview will be terminated.

\* If the employee's performance has not improved then the final phase of the counselling procedure will be followed.

#### Dismissal

The employee will be advised that a support person may accompany them to the

Interview. A Company witness will be present at the interview and file notes will be taken.

At this meeting the employee will be given written details of the alleged unsatisfactory conduct, attitude or poor or non-performance and will be given the opportunity to respond to the allegations.

\* If the employee's explanations are accepted then the meeting will be discontinued.

\* If the employee's explanations are reasonably rejected and the unsatisfactory performance, conduct etc., is considered to be sufficient to justify termination of employment:

(a) the employee will be asked whether there is any information the employee wishes to make known which may influence the decision to proceed with the termination;

(b) if the submissions do not justify the postponement of the termination of employment then the employee will be given the opportunity to resign, with payment in

lieu of notice;

(c) if the employee does not accept the offer to resign, the employment will be summarily terminated.

\* The employee will be paid to the date of termination only. All outstanding annual leave entitlements will be paid.

\* The employee is entitled to receive written confirmation of the termination of employment.

\* If requested, the reasons for termination will be provided in writing.

#### ANNEXURE B

#### UNITED AIRLINES INC EMPLOYEE DISCIPLINARY PROCEDURE

This procedure will be used in circumstances involving very serious matters in respect of which the company may decide to terminate the employment of the alleged offending employee.

Examples of instances justifying summary dismissal include, but are not limited to: theft of company property, threatened or actual assault, breach of confidentiality or breach of conditions of employment.

#### Dismissal

The Human Resources Manager will prepare in writing details of the allegations against the employee.

\* If any earlier warning letters did not set out details of the time and place of the disciplinary review meeting, and notice that the employee's employment is at risk, the Human Resources Manager will confirm those details to the employee by memorandum.

\* The employee will be advised that a witness may accompany him or her to the interview.

At the disciplinary review, a company witness will be present and will take file notes.

The Human Resources Manager will inform the employee:

\* That his/her employment is at risk.

\* Of each allegation against him/her.

\* The employee will then be given the opportunity to respond.

\* If the employee's explanations are accepted, then the interview will be discontinued.

\* If the employee's explanations are reasonably rejected and it is decided that the incidents are sufficient to justify the termination of employment:

(a) the employee will be asked whether there is any information he or she wishes to make known which may influence the decision to proceed with the termination;

(b) if the submissions do not justify the postponement of the termination of employment then the employee, at the company's sole discretion, may be given the opportunity to resign, with payment in lieu of notice;

(c) if there is no opportunity given to resign, or if the employee rejects the opportunity, then the employment will be summarily terminated.

\* The employee will be paid to the date of the termination only. All outstanding annual leave entitlements will be paid.

\* The employee is entitled to receive written confirmation of the termination of employment.

\* If requested the reasons for termination will be provided in writing.

#### ANNEXURE C

#### UNITED AIRLINES INC - AUSTRALIA JOB SHARE POLICY

##### Policy Aims

\* to provide more flexible work arrangements for staff who, for personal reasons, may prefer a portion of a full time position;

\* to retain expertise, saving on recruitment, training and development costs;

\* to improve productivity through increased job satisfaction.

All employees and the Company recognise that some positions, especially those in leadership roles (e.g. General Manager, Department Heads) cannot be job share positions due to the Company's economic and business needs. The Company reserves the right to declare some positions "non-job-share" positions on this basis.

##### Definition

Job sharing is the performance of one full time job by two employees each working hours agreed upon by the parties involved and the management with a minimum hours of work by each employee of eight (8) hours per week. Each employee would be remunerated at a percentage of days worked (i.e. 2/5 salary, 4/5 salary, 1/5 salary) for number of days per week worked. Minimum hours per day are the standard eight (8) hours .

While job share is not a substitute for part time employment it is recognised that two employees wanting part time hours will work a job share position.

##### 1. Determining Suitability of a Position for Job-Sharing

(a) Applications for the creation of a job share position must be made by two current Company employees of the same or similar grade possessing the same or similar skills. In circumstances where a small skills gap exists between two (2) prospective job share partners, the Company and the prospective partners will consider the provision of training.

(b) Where a request to "job-share" a position has come from an employee returning from maternity or paternity leave, that person may, if the arrangement is approved, commence working in the "job share" once a suitable job share partner has been found for the role

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(c) Any request to create a job-share position will be jointly evaluated by the Department Head and Human Resources. After evaluation, they will provide a recommendation to the General Manager who may then approve the position for job share.

(d) Criteria to be taken into account when considering a job share arrangement may include:

\* the experience of the staff members concerned;

\* the effect on productivity, especially considering on-going communication requirements between job sharers;

\* the general work environment (for example: are there other job share arrangements already operating which may lead to the staff profile for the area becoming too cumbersome); and

\* additional costs involved (eg. workers' compensation and / or infrastructure costs).

When considering whether a position is suitable for job share, the Company's commitment to flexible work options will be taken into account.

## 2. Hours of Work

(a) Work hours will be shared between the job share partners at a split agreed upon by both the Department Head and the job share partners. The hours of work will be a total of seventy-six (76) hours per fortnight (or thirty-eight (38) hours per week)

(b) The minimum daily engagement for each job sharer is eight (8) hours.

(c) Job share partners are not able to work at the same time.

(d) A standard profile of days and hours of work is to be negotiated with the Department Head and Human Resources prior to the job share commencing.

## 3. Overtime

(a) Any time worked in excess of rostered hours and must be approved in advance in writing by the Department Head.

(b) A job sharer will not be expected to work for their partner for sick leave. This is consistent with the sick leave provision for full time employees where they do not have coverage for their position if on sick leave. If the job share partner elects to cover sick leave, they will be paid at single time rates of pay for hours worked up to seventy-six (76) hours per fortnight.

(c) Should additional hours exceeding seventy-six (76) hours per fortnight be approved in advance, the job sharer working these additional hours will be paid overtime in accordance with the Award.

## 4. Annual Leave and Long Service Leave

(a) Annual leave and long service leave will accrue on a pro-rata basis based on the number of ordinary hours actually worked.

(b) For example: if each job sharer is required to work fifty percent (50%) of ordinary full time hours, they should expect to accrue fifty percent (50%) of the annual leave of a full-time worker.

(c) Job sharers will not be allowed long service leave at the same time. To facilitate annual leave job sharers may elect to take their leave concurrently or relieve each other at single time rates in which case leave may be taken at any time.

## 5. Days in Lieu

(a) For shift work job sharers, days in lieu will accrue in accordance with their roster and the Award.

(b) Days in lieu must be taken as whole days and may be covered by the other job share partner at single time rates by mutual agreement.

## 6. Conditions of Employment

(a) Job sharers will receive pro-rata pay.

(b) Prior to the commencement of each calendar year arrangements should be made between job sharers to ensure all parties have equal access to Public Holidays. This may require job sharers to work on non-scheduled days to ensure equity.

(c) Job sharers are to be given opportunities for training within limitations of their hours. Training will be performed where practical on the days when a job sharer is rostered to work. Should the training be performed in hours which exceed for both partners seventy-six (76) hours per fortnight, the job sharers will be paid overtime.

(d) The duties and responsibilities of each job-sharer will be determined by the Company and the job sharers and clearly documented.

(e) Documented arrangements must be made to ensure communication between job sharers and to ensure changes in systems, instructions etc, are noted. The Department Head and Human Resources will decide on the communication system to be used, eg: a communication book.

## 7. Review of Job-Share Arrangement

(a) The effectiveness of any new job-share position shall be evaluated six (6) months after its commencement, at which time a decision may be made to:

(i) Continue the arrangement for the originally intended period with no further review;

(ii) Continue the arrangement for a further review period not to exceed six (6) months; or

(iii) Discontinue the arrangement

The review referred to in this Clause shall be conducted by the Department Head in consultation with the Human Resources Department and the General Manager and will be in addition to the usual employee performance reviews.

(b) Where the recommendation is that the arrangement be discontinued and:

(i) The displaced staff member is a new employee on a temporary contract for the period of review; the temporary contract will cease on the nominated date; or

(ii) The displaced staff members are permanent employees, they will be given the option of applying for the single full-time position if management decides that the position should be converted to a full-time one, or else every reasonable effort will be made to place the person in another suitable part-time position.

## 8. Continuity of Service

A change in the mode of employment from full-time (or part-time) to job sharing, or vice versa, does not break continuity of employment of service. All accrued benefits are duly transferable from one mode of employment to another at the rate at which they were accrued, provided service is continuous.

9. Termination of and Recruitment to Job-Share Positions

- (a) If a job sharer wishes to return to full-time employment, he / she must apply for a position when it becomes available.
- (b) If one job-sharer leaves the arrangement, the remaining job sharer may apply to return to full-time employment.
- (i) When a remaining job sharer applies to have the position made full-time, subject to such a request being approved by the General Manager, that person may be appointed to the position full time.
- (ii) If one person leaves the job share position and the remaining job sharer does not wish to apply to convert to full time employment, the vacant half of the position will be advertised for a period of three (3) months.
- (iii) During that three (3) month period, the remaining job share partner is to fulfill the full time role for seventy six hours per fortnight at single time rates.
- (iv) If at the end of the three month period the vacant half of the position is not filled, the remaining job sharer must fill the role on a full time basis.
- (v) As soon as possible after the approval for the job share position has been obtained from the General manager, the vacant half of the job share position will be advertised for a period of three (3) months
- (vi) If after three months the vacant half of the position is not filled, the position will revert to a full-time position. If the employee returning from maternity or paternity leave cannot work full-time, United will consider their application for part-time work in other positions at United if and when such positions become available.

10. Parental Leave

If a job sharer takes parental leave, the remaining job share partner may elect to fill the position full time at single rates until the job sharer on parental leave returns to the position. If the remaining job sharer elects to remain on part-time hours, the Company will endeavor to find a suitable replacement on a temporary basis. If a suitable replacement cannot be found, the Company will request that the remaining job sharer revert to full time hours for the period of parental leave.

11. Other matters

All other terms and conditions of employment will be governed by the Award and any relevant Enterprise Agreement.

Signed for and behalf of United Airlines: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of the Australian Services Union: \_\_\_\_\_

Date

