

**QANTAS DOMESTIC PTY LIMITED CABIN CREW WORKPLACE AGREEMENT
2008**

1. AGREEMENT TITLE

This Agreement will be known as the *Qantas Domestic Pty Limited Cabin Crew Workplace Agreement 2008*.

2. COMMENCEMENT DATE OF AGREEMENT AND PERIOD OF OPERATION

This Agreement comes into force on the date it is lodged with the Workplace Authority and remains in force for a period of five (5) years.

3. PARTIES BOUND AND INCIDENCE CLAUSE

3.1. This Agreement binds the following:

3.1.1. Qantas Domestic Pty Limited (ACN 134 556 255) (**QD or Company**) ; and

3.1.2. the Flight Attendants' Association of Australia (**Association**) – Domestic/Regional Division,

in respect of all flight attendants, whether members of the Association or not, primarily engaged on domestic routes in the classifications set out in this Agreement.

3.2. This Agreement is a comprehensive agreement. It replaces and operates to the full exclusion of all other awards, orders of industrial commissions or industrial and workplace agreements that would otherwise apply save that it does not exclude State laws dealing with occupational health and safety and workers' compensation.

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5. DEFINITIONS

- 5.1. **Accommodation** means accommodation of an appropriate standard provided for a flight attendant by the Company or client airline.
- 5.2. **Act** means the *Workplace Relations Act 1996* as amended or replaced from time to time.
- 5.3. **Airport reserve** is duty time spent by a flight attendant at the airport awaiting assignment to a flight or duty.
- 5.4. **Assigned or Assignable** is where a flight attendant is directed or available for direction by the client airline to a duty or vacancy.
- 5.5. **Allocated** is the allocation of duties, designated days off or leave as the result of a submitted preference.
- 5.6. **Calendar day** is the 24 hour period between midnight and midnight.
- 5.7. **Customer Service Manager** is a flight attendant who is authorised by the Company and client airline to act in charge of the flight attendant crew on any aircraft to which that crew has been allocated duty. In addition, Customer Service Managers will be responsible for the on-line performance appraisal of flight attendants.
- 5.8. **Date of Joining (DOJ)** is the first day of employment with QD as a flight attendant. DOJ may be used by the Company as a sorting criterion for work related matters as required under this Agreement.
- 5.9. **Deadhead travel** is all travel performed at the direction of the client airline not associated with the actual operation of the aircraft, but required for the purpose of positioning for a duty or returning to home base or base of temporary transfer after a duty.
- 5.10. **Designated day off** is a rostered calendar day free of duty at home base or base of temporary transfer.
- 5.11. **Domestic flying** is operational flying that is wholly contained in the Commonwealth of Australia and that is not regional flying.
- 5.12. **Duty** includes the following times:
- 5.12.1. All time spent as an operating flight attendant whilst in flight including time spent in flight deadheading on duty, or while accompanying invalids, aged people or infants.

- 5.12.2. Time required for duty, before and after each daily flight sequences, will be not less than 45 minutes before departure for an operating duty and not less than 30 minutes before departure for a deadhead duty for sign-on purposes and not less than 15 minutes after engine shut down for sign-off purposes.
- 5.12.3. Time spent on the ground between sign-on and sign-off.
- 5.12.4. Time spent on airport reserve duty.
- 5.12.5. Time spent on home reserve (subject to clauses 20.4.3 and 28.3).
- 5.12.6. Time spent in deadhead flying and associated ground time for the purpose of operating a later service, or time spent in deadhead flying and associated ground time for the purpose of returning to base after operating a service terminating short of base. Credit under this clause will cease if a flight attendant on an overnight stop requests, and is, released to return to home base by another service.
- 5.12.7. Time spent in emergency procedure practices, examinations and courses organised by the Company or client airline.
- 5.12.8. Time spent on uniform fittings, where the Company or client airline pays the cost of the uniforms.
- 5.12.9. Time spent when required for duty other than flying not specifically covered by this clause.
- 5.12.10. Time spent where flight attendants are required to be interviewed by police or legal counsel or give evidence in civil or criminal courts for matters arising out of their employment.
- 5.12.11. Time spent on authorised Company publicity duty within Australia.
- 5.13. **Duty travel** is deadhead travel for any purpose directed by the Company or client airline.
- 5.14. **Flight attendant** is a reference which includes all classifications in this Agreement, unless otherwise specified. Where specified or the context requires it, a flight attendant is an employee engaged in the classification of flight attendant under this Agreement.
- 5.15. **Flight hour** is the time from engine start up to engine shut down.
- 5.16. **Flying roster** is a roster which primarily consists of flying duty and may also contain training and/or ground duties and reserve days.
- 5.17. **Flying roster holder** is a flight attendant who is assigned a flying roster.
- 5.18. **Home base** is the Company or client airline nominated geographical location from which flight attendants are rostered for duty.
- 5.19. **Misconnections** are disruptions caused by:
- 5.19.1. mechanical malfunction;
 - 5.19.2. weather; or
 - 5.19.3. industrial disputation.
- 5.20. **Narrow bodied** aircraft is an aircraft with a single aisle.
- 5.21. **Home reserve** is time spent by a flight attendant at their residence or nominated whereabouts at their home base awaiting assignment to a flight or other duty.
- 5.22. **Open time** is flying or other duty not allocated or assigned when flight attendants' rosters are first promulgated for a roster period, or flying or other duty that the rostered flight attendant is unable to operate.

- 5.23. **Overlap** is flying in a roster period which extends into the next roster.
- 5.24. **Re-assignable flight attendant** is a displaced flight attendant who is awaiting assignment of a substitute duty within the appropriate classification.
- 5.25. **Regional flying** is flying between Australia and a foreign port. International extensions under international flight numbers and domestic flying paired with a regional sector/s will be considered regional flying.
- 5.26. **Reserve day** is a day or days on a flight attendant's roster on which the flight attendant may be assigned duty or released.
- 5.27. **Reserve roster** is a roster which primarily consists of reserve days and may include other duties but does not include rostered operating flying duties.
- 5.28. **Reserve roster holder** is a flight attendant who is assigned a reserve roster.
- 5.29. **Rest period** is the period of time that commences from the sign-off time at the conclusion of a duty, reserve or re-assignable period or upon any release from a reserve or re-assignable period.
- 5.30. **Reverse deadheading** is planned or unplanned duties that include deadheads, where by removing one of the duties, the crew on the remaining duty may be required to operate instead of deadhead.
- 5.31. **Roster** is an arrangement of duties/reserve days and/or designated days off and/or approved leave which are allocated to a flight attendant.
- 5.32. **Roster period** is a period of days as determined by QD or the client airline.
- 5.33. **Sign-off** for domestic flying is the time of completion of all duties associated with a tour of duty and will be not less than 15 minutes after the actual engine shut-down where flight duty, including deadhead, is involved. Sign-off for regional flying will be 30 minutes after arrival time on blocks of the last flight within the duty period or such later time as determined by the Company in consultation with the designated operating CSM.
- 5.34. **Sign-on** for domestic flying is the actual sign-on time for duty by an operating flight attendant where flight duty is involved which will be not less than 45 minutes before departure of the flight unless otherwise agreed between the Company or client airline and the Association. Sign-on for deadhead duty will be 30 minutes before the departure of the flight unless otherwise agreed between the Company or client airline and the Association. Customer Service Manager sign on for wide bodied aircraft at home base will be not less than 55 minutes and will not count for duty hour limitations. Sign-on for regional flying will be in accordance with the relevant Precision Timing Schedule for regional patterns at each base or port.
- 5.35. **Substitute day off** is a replacement designated day off.
- 5.36. **Temporary transfer** means the transfer of a flight attendant from a home base to another base for the purpose of being temporarily employed at that base for a period of time to be not less than 7 consecutive days and not more than 31 consecutive days.
- 5.37. **Tour of duty** is the elapsed period between sign-on and sign-off at the flight attendant's home or temporary transfer base.
- 5.38. **Wide bodied aircraft** is an aircraft with more than one aisle.
- 5.39. **Warlike or terrorist operations** includes acts of war, whether declared or undeclared; warlike acts in the course of civil war or armed civil insurrection; deliberate attacks on aircraft by units or armed forces (including shooting or forcing down in time of peace); or where a flight attendant is killed in the course of duty with the client airline as a result of proven acts of sabotage or acts of hijacking.

6. FACILITATIVE PROVISION

To meet the needs of the enterprise, the Company and the Association may agree upon details of the manner in which a particular clause of this Agreement is to operate at the workplace level in relation to particular flight attendants. Where agreement between the Company and the Association is reached, the Company may work flight attendants at such times and under such circumstances as required. Agreed arrangements will not result, on balance, in less favourable overall terms and conditions of employment for the affected flight attendants than provided in the *Flight Attendants (Domestic Airlines) Award 1999* as in force under the Act immediately before this Agreement was made and will not contain prohibited content within the meaning of section 356 of the Act.

7. DISPUTE SETTLEMENT PROCEDURE

- 7.1. In the event of a dispute arising in the workplace about matters arising under this Agreement the procedure to resolve the matter will be as follows:
 - 7.1.1. The flight attendant and the flight attendant's supervisor meeting and conferring on the matter.
 - 7.1.2. If the matter is not resolved at this meeting, the parties must arrange for further discussions between the flight attendant and more senior levels of management.
 - 7.1.3. If the matter cannot be resolved it may be referred by either party to the Commission for resolution. This does not affect the right of either party to a dispute to take other action to resolve the dispute.
- 7.2. A flight attendant may choose to have a flight attendant representative of their choice, including an Association representative, to represent and support them at any stage of the dispute resolution procedure. Any representative nominated by the flight attendant pursuant to this dispute resolution procedure will be allowed, at a place designated by the Company, the necessary time during working hours to support the flight attendant.
- 7.3. While the parties attempt to resolve a dispute, flight attendants must continue to work as normal in accordance with this Agreement and their contracts of employment unless a flight attendant has a reasonable concern about imminent risk to safety or health. In this case, a flight attendant must not unreasonably fail to comply with a direction of the Company to perform other available work, whether at the same or another workplace that was safe and appropriate for the flight attendant to perform.
- 7.4. If a dispute is referred to the Commission for resolution, the Commission can take any or all of the following actions as it considers appropriate to resolve the dispute:
 - 7.4.1. convene conciliation conferences of the parties or their representatives at which the Commission is present;
 - 7.4.2. require the parties or their representatives to confer among themselves at conferences at which the Commission is not present;
 - 7.4.3. request, but not compel, a person to attend proceedings;
 - 7.4.4. request, but not compel, a person to produce documents;
 - 7.4.5. where either party requests, conciliate or make recommendations about particular aspects of a matter about which they are unable to reach agreement;
 - 7.4.6. where the matter, or matters, in dispute cannot be resolved (including by conciliation) and one party or both request, arbitrate or otherwise determine the matter, or matters, in dispute.
- 7.5. The Commission must follow due process and allow each party a fair and adequate opportunity to present their case.

- 7.6. Any determination by the Commission under paragraph 7.4.6 must be in writing if either party so requests, and must give reasons for the determination.
- 7.7. Any determination made by the Commission under paragraph 7.4.6 must be consistent with applicable law and must not require a party to act in contravention of an applicable industrial instrument or law. Where relevant, and circumstances warrant, the Commission can consider previous decisions of the Commission.
- 7.8. The Commission must approach matters regarding management decisions in accordance with the general principles set out in the XPT case [(1984) 295 CAR 188].
- 7.9. The Commission must not issue interim orders, 'status quo' orders or interim determinations.
- 7.10. The parties are entitled to be represented e.g.: by legal representatives and/or the Association in proceedings pursuant to this dispute resolution procedure.
- 7.11. For the purposes of this clause, a party means the Company, or a flight attendant or a number of flight attendants covered by this Agreement who are involved in a dispute about matters arising under this Agreement.

8. EMPLOYMENT AND DUTIES

- 8.1. A flight attendant will be classified as either a Customer Service Manager or a Flight Attendant.
- 8.2. Employment under this Agreement will be subject to a 6-month probation period.
- 8.3. Flight attendants must undertake all duties as reasonably directed by the Company or client airline that are within the limits of their skills, competence and training, including duties that are related, peripheral or incidental to the work of a flight attendant. These duties and responsibilities are set out in this Agreement, any letter of offer, position description and policies of the Company and client airline as varied from time to time.
- 8.4. Flight attendants are required to be familiar with their duties, responsibilities and the contents of the relevant documents and will be provided with access to these documents.
- 8.5. In the normal course of work, a flight attendant will be required to perform shift-work or day-work or any combination thereof on each and any day of the week, including Saturdays, Sundays and Public Holidays. The flight attendant must serve the Company in any part of the world where the Company may from time to time be operating.
- 8.6. The flight attendant's initial home base will be contained in the flight attendant's letter of offer. However, QD may direct the flight attendant to perform duties at other locations in accordance with QD's requirements from time to time.
- 8.7. The client airline will provide day to day direction in relation to the specific duties of the flight attendant.

9. PASSPORT, VISAS AND FIRST AID QUALIFICATIONS

- 9.1. A flight attendant is responsible for maintaining a passport that has a minimum of 6 months validity, personal visas if required for operating overseas and residence permits if required.
- 9.2. The Company or client airline must bear all costs associated with the issue of a passport except for additional fees or penalties associated with a flight attendant's failure to comply with clause 9.1 above. Express processing fees may be refunded on a case by case basis with prior approval.
- 9.3. A flight attendant must have successfully completed a course in Senior First Aid (includes CPR) and is responsible for maintaining their proficiency at that level.

10. COMPANY POLICIES

Although they do not form part of this Agreement, the flight attendant is required to comply at all times with the Company's policies as varied by the Company from time to time. This includes all published objectives and standards and procedures.

11. STAND DOWN - INVESTIGATING ACCIDENTS AND/OR INCIDENTS

The Company may hold a flight attendant out of service during an investigation into an accident or incident in which that flight attendant may have been involved. Whether the period of suspension is with or without pay will depend upon the finding of the investigation (which must be provided in writing to a flight attendant held out of service without pay). Pay in these circumstances will mean base salary. The reasons for holding the flight attendant out of service must be given to the flight attendant in writing at the time of holding the flight attendant out of service.

12. FLIGHT ATTENDANT SHARES

At the absolute discretion of the Qantas Board and subject to meeting the performance criteria set by the Board from time to time for the operation of the Qantas Profit Share Scheme, shares may be issued to eligible flight attendants.

13. SALARY SACRIFICE

A flight attendant may voluntarily receive part of the pre tax remuneration to which he or she is entitled to under this Agreement in the form of agreed salary sacrifice items where permitted and in accordance with QD policies as varied from time to time.

14. SUPERANNUATION - CHOICE OF FUNDS

- 14.1. QD will make superannuation contributions to a complying superannuation fund in respect of each flight attendant.
- 14.2. The superannuation fund to which contributions will be made in respect of a flight attendant will be the fund chosen by that flight attendant consistent with the choice of fund regime.
- 14.3. In the absence of a flight attendant selecting a superannuation fund to receive contributions in accordance with the choice of fund regime, the superannuation contributions in respect of that flight attendant will be made to the Qantas Superannuation Plan (or any successor to that plan) as the default fund for the purposes of the choice of fund regime.

15. TYPES OF EMPLOYMENT

15.1. General

15.1.1. flight attendants under this Agreement may be employed in any of the following categories:

- (a) full-time;
- (b) part-time;
- (c) casual; and
- (d) temporary.

15.1.2. At the time of engagement the Company will inform each flight attendant of the terms of their engagement and in particular whether they are to be full-time, part-time, temporary or casual flight attendants.

15.2. Full-time employment

A flight attendant is employed as a full-time flight attendant unless otherwise specified.

15.3. Part-time employment

15.3.1. Flight attendants may be employed on a part-time basis as either temporary (see clause 15.5) or ongoing employees.

15.3.2. The provisions of this Agreement apply to part-time flight attendants except to the

extent of any inconsistency with this clause, or as otherwise excluded.

15.3.3. Hours of work

- (a) Part-time flight attendants may be rostered to a maximum of 70 hours in a roster period.
- (b) Part-time flight attendants may be required to work to a maximum of 76 hours in a roster period, provided that they may volunteer to work additional hours subject to clause 15.3.3(c) below.
- (c) Part-time flight attendants may work to a maximum of 120 hours in a roster period provided that if this limit is exceeded because of a disruption on the last duty for the roster period flight attendants will continue to be paid for the additional hours in accordance with clause 15.3.4(b) below.
- (d) Part-time flight attendants are entitled to a minimum of 5 designated days off in a roster period.

15.3.4. Rates of Pay and Allowances

- (a) Part-time flight attendants are entitled to receive 50% of the base salary for the relevant classification set out in clause 20.1 (**Part-time Base Salary**).
- (b) Each hour of duty actually worked above 70 hours in a roster period will be paid an additional amount for each such hour calculated by dividing the full-time base salary for the relevant classification by 1680.
- (c) Part-time flight attendants are paid the duty hour penalty in accordance with clause 20.5.
- (d) Part-time flight attendants are entitled to daily overtime and overtime for working on designated days off in accordance with clauses 24.1 and 24.3 of this Agreement.

15.3.5. Leave (personal, annual, bereavement and compassionate and parental)

- (a) Part-time flight attendants receive a pro-rata annual leave entitlement. The pro-rata calculation is applied to the number of days of annual leave with each day of annual leave being paid at the full-time base salary. When annual leave is taken the paid days are supplemented with unpaid days so that a part-time flight attendant receives the same period of annual leave as a full-time flight attendant. (In practice this produces the same outcome as applying the pro-rata calculation to base salary rather than to the accrual of annual leave – in each case a flight attendant receives 42 calendar days off work per annum with the payment received equating to their normal Part-time Base Salary for this period).
- (b) Personal leave for part-time flight attendants will accrue on a pro-rata basis in accordance with the Act. Practically this means that part-time flight attendants accrue, and are credited in advance, with 7 days of personal leave on appointment and 8 days after 12 months of employment and each year thereafter to be paid at their full-time base salary. Otherwise the provisions of clause 41 apply.
- (c) Part-time flight attendants are entitled to up to 2 days paid bereavement leave, or up to 3 days if interstate or overseas travel is required, on each occasion of death of a member of their immediate family or household. Otherwise the provisions of clause 42 apply.

15.4. Casual employment

The application of the provisions of this Agreement to casual flight attendants will be determined using the provisions of clause 6.

15.5. Temporary employment

15.5.1. A flight attendant may be employed on a temporary basis (as either a full-time or part-time flight attendant) for a specific maximum period of time or for specific task(s).

15.5.2. Service for flight attendants employed under these conditions will form part of the

flight attendant's period of continuous service if the flight attendant is engaged as a full-time flight attendant immediately following the contract of employment under this clause.

15.5.3. The details of the specific maximum period of time or the specific task(s) will be advised in writing to the flight attendant. However, the period of employment will not exceed 12 months, unless expressly agreed by the Association.

15.5.4. The Company will invite discussions with the Association when it is proposed to engage flight attendants in accordance with this clause.

16. TERMINATION OF EMPLOYMENT

16.1. Notice of termination

16.1.1. When the employment of a flight attendant is terminated by the Company, the flight attendant must be given a written termination notice, which must state the reason for the dismissal.

16.1.2. The period of notice does not apply in the case of serious misconduct that justifies instant dismissal.

16.2. The services of a flight attendant may be terminated by either the Company or the flight attendant:

16.2.1. during the first six (6) month's of service, by two week's notice in writing;

16.2.2. after the first six (6) months of service, by four week's notice in writing;

16.2.3. by payment to the flight attendant, in lieu of notice (see clause 16.6); or

16.2.4. by the forfeiture by the flight attendant of an amount equal to the un-worked period of notice, in lieu of notice set out in this clause, but not including the additional notice provided in clause 16.3.

16.3. If a flight attendant is over 45 years of age and has a minimum of 5 years continuous service with the Company, the flight attendant is entitled to an additional week's notice.

16.4. The provisions of clauses 16.1, 16.2 and 16.3 do not apply to a temporary flight attendant whose employment ceases at the expiry of their nominated term of employment.

16.5. By mutual agreement, an employee may not be required to attend for work at any time during the notice period, in which case payment in lieu will be made.

16.6. Payment or forfeiture in lieu of notice

16.6.1. Payment or forfeiture of an amount in lieu of notice will be made if the appropriate period of notice is not given. Employment may be terminated by the flight attendant working part of the required period of notice and by making payment or forfeiting an amount for the remainder of the period of notice.

16.6.2. Payment or forfeiture of an amount in lieu of notice must be no less than the total of all amounts (except reimbursements) that, if the flight attendant's employment had continued until the end of the required period of notice, the Company would have been liable to pay to the flight attendant because of the employment continuing during the period.

16.7. When notice applies

If notice of termination is given to or by a flight attendant on temporary transfer, the notice does not commence until the flight attendant is returned by the Company to his or her home base.

16.8. Working the notice period

- 16.8.1. Any flight attendant who, having given or been given notice, is absent from duty during the notice period without reasonable cause (proof of which rests with the flight attendant), is taken to have abandoned his or her employment and must forfeit an amount equal to the salary for the period of notice not worked.
- 16.8.2. If the Company has given notice of termination to a flight attendant, the flight attendant must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off must be taken at a time that is convenient to the flight attendant after consultation with the Company.
- 16.8.3. If a flight attendant's employment is terminated in accordance with clause 16.1.1 and the flight attendant is away from home base on Company duty, the flight attendant must be granted free travel to his or her home base or another base in the Company's network as is mutually agreed, provided that the flight attendant accepts this travel within four weeks of the termination of his or her employment. The period of four (4) weeks may be extended to such further period as may be agreed between the flight attendant and the Company.
- 16.8.4. Any claim made by any member of the public, passenger or other person upon the flight attendant's estate as a result of any accident or happening, caused by the flight attendant when duly performing nominated duty, whether efficiently or, as may be subsequently determined, negligently will be accepted as a claim made against the Company, subject to the provisions of Occupational Health and Safety and Anti Discrimination Legislation. The Company will be solely responsible for all claims as a result of operations or by travel in their aircraft, except when such claim is arising out of loss, injury or damage caused wilfully by the flight attendant unless due to force majeure.

17. REDUNDANCY

- 17.1. In addition to the provisions of Appendix C of this Agreement, where QD initiates redundancies it will be in accordance following process:
 - 17.1.1. Expressions of interest will be called for from all flight attendant categories. Selection for redundancy from those that expressed an interest will be in accordance with length of service with QD.
 - 17.1.2. Where there are insufficient expressions of interest, any compulsory redundancies of flight attendants will occur on a 'last on, first off' basis.
 - 17.1.3. QD acknowledges that before any consideration of compulsory redundancies, the continued use of casual flight attendants under this Agreement must be examined and justified.

18. CUSTOMER SERVICE MANAGER APPOINTMENTS

- 18.1. In order to apply for a Customer Service Manager position, a flight attendant must be, at the time of application be employed under this Agreement.
- 18.2. For all promotions the following will apply:
 - 18.2.1. Suitable applications from applicants with three (3) years prior service shall have preference for Customer Service Manager vacancies.
 - 18.2.2. The selection for all Customer Service Managers will be determined on merit:
 - 18.2.3. The selection process will be determined by the Company.
 - 18.2.4. There is no automatic right to appeal decisions made in the selection process.

19. TEAM LEADER

In the event that the client airline requires a flight attendant to perform the role of Team Leader on wide-bodied aircraft on a regional flying route, the flight attendant will be paid an allowance for each flight hour of the sector concerned as provided for in Appendix A.

20. RATES OF PAY

20.1. Base salary

flight attendants will be paid the following base salaries (effective from the first pay period on or after 1 February as set out in the table below):

	2009	2010	2011	2012	2013
Trainee FA per annum	\$28,393.00	\$29,244.79	\$30,122.13	\$31,025.80	\$31,956.57
FA per annum	\$35,531.00	\$36,596.93	\$37,694.84	\$38,825.68	\$39,990.45
CSM per annum	\$56,447.00	\$58,140.41	\$59,884.62	\$61,681.16	\$63,531.60

20.2. The base salary outlined above includes compensation for grooming (cosmetics, hairdressing, hose and shoes), miscellaneous expenses (miscellaneous expenses arising out of flying duties including, uniform extras and accessories, uniform maintenance and dry cleaning, out of hours transport and telephone expenses) and where a flight attendant is unable to take a meal break.

20.3. A Trainee Flight Attendant will be paid the applicable base salary for the period of time that they are in initial flight attendant training until successful completion of training. Clauses 20.4, 20.5, 20.6 and 21 (except for 21.1) do not apply to Trainee Flight Attendants.

20.4. Incentive pay

20.4.1. Subject to clause 24, a flight attendant will receive incentive pay at rates specified below for all actual hours worked in excess of 120 hours (pro rated for part hours) in a roster period in addition to the base salary. These amounts will be increased by 3% effective from the first pay period on or after 1 February 2010, 2011, 2012 and 2013.

Flight Attendant	\$18.00
Customer Service Manager	\$30.67

20.4.2. In order to receive incentive pay, a flight attendant must actually work the additional hours.

20.4.3. A flight attendant on home reserve will receive a credit of 1 hour for every 3 hours on reserve which will count for all purposes under this Agreement (unless specifically excluded).

20.5. Duty hour penalty (DHP)

20.5.1. In addition to base salary, flight attendants must be paid the following duty hour penalty (DHP) per hour, in accordance with the following formula, depending on the time and day of their duty. The amount is calculated by multiplying the dollar value for a point by the number of points.

TIME	MON	TUE	WED	THUR	FRI	PH/SA T	SUN
0001-0500	6	6	6	6	6	9	9
0501-1500	1	1	1	1	1	7	7
1501-1900	5	5	5	5	5	7	7
1901-2200	5	5	5	5	7	9	9
2201-2400	6	6	6	6	9	9	9

20.5.2. Points are allocated to bands for duty to achieve a special payment scheme for unsociable hours, weekend days and Company approved public holidays.

20.5.3. Dollar value per point

- (a) For the purposes of clause 20.5.1, a point has the following values:
- \$1.00 (Flight Attendants);
 - \$1.34 (Customer Service Manager).
- (b) The Company and the Association may, by agreement, review these amounts during the term of this Agreement.

20.6. Overtime rates

20.6.1. Where a clause in this Agreement requires the payment of overtime the rates have the values per hour as set out in the table below.

	FA	CSM
Overtime A	\$10.00	\$15.33
Overtime B	\$20.00	\$30.67
Overtime C	\$36.00	\$61.34

20.6.2. The rates in the table will be increased by 3% on the first pay period effective after 1 February 2010, 2011, 2012 and 2013.

21. ALLOWANCES

21.1. Uniform

21.1.1. Uniforms worn by flight attendants will be provided on an adequate scale and replaced from time to time as may be required as a result of fair wear and tear on duty. The flight attendant will wear such uniform at all times whilst on duty and will keep the same in good order and condition and will, at their own cost, replace the same if such replacement will become necessary as a result of the loss of the uniform by the flight attendant or other than as a result of fair wear and tear whilst on or travelling to or from duty.

21.1.2. The uniform will remain the property of the provider at all times and the flight attendant will return uniforms at the direction of the provider.

21.2. Higher duty allowance

A flight attendant acting as a Customer Service Manager must be paid a higher duty allowance for each day, or part thereof on which duty in the higher classification is performed as determined by Company or client airline policy, provided that in no circumstances will the rate be less than \$163.64 per day.

21.3. Accommodation

Flight attendants away from home base on duty will be provided with hotel accommodation and with transport to the hotel accommodation.

21.4. Meals in-flight

Flight attendants will be provided the same meals in-flight as flight attendants employed by the client airline.

21.5. Daily travelling allowance

21.5.1. Flight attendants away from home base on flight or other duty or when deadheading under the client airline's direction must be paid a daily travelling allowance per hour calculated from sign-on at home base to sign-off at home base for each tour(s) of duty.

21.5.2. The hourly rate of the daily travelling allowance is calculated by dividing the Australian

Taxation Office Tier 2 Travelling Allowance Determination by 24 or as otherwise agreed between the Company and the Association.

21.6. Route pay

A flight attendant on duty on services between Australia and foreign ports must be paid an allowance in accordance with Appendix A of this Agreement.

21.7. Country allowance

Country allowance will be paid to flight attendants in accordance with the entitlements of flight attendants employed by the client airline in its domestic/short haul operations.

22. CONTACTABILITY

22.1. General

- 22.1.1. It is a condition of employment that each flight attendant has a current residential address, email address and mobile telephone contact number and that those contact details must be lodged with the client airline and QD.
- 22.1.2. Any changes to a flight attendant's residential address, email address and/or phone number must be lodged immediately with the client airline and QD.
- 22.1.3. A flight attendant may wish to leave an alternate contact number for a nominated period of time. The change of number should be lodged with the client airline and with QD.
- 22.1.4. Flight attendants may be contacted by the client airline and QD at any time, however a flight attendant will not normally be contacted during periods of minimum rest unless operationally urgent
- 22.1.5. A flight attendant should respond to telephone calls or messages from the client airline and from QD and make contact with the client airline or QD as soon as a message is received.

22.2. Contactability - home base

- 22.2.1. Flight attendants must contact the client airline by 1700 hours on the day before a reserve day or any other non-flying duty, for the assignment of a airport reserve, home reserve, the assignment of a another duty, notification of a change to a duty or release from all duties.
- 22.2.2. Duties will be assigned on reserve days with not less than 8 hours notice. In the case of a reserve roster holder a duty may be assigned with less than 8 hours notice if the flight attendant has failed to contact the client airline or was not available for contact as required.

22.3. Contactability - up-line

- 22.3.1. When travelling away from the slip hotel, it is the individual flight attendant's responsibility to ensure they are properly rested, available for an alternative duty if required, and prepared for their next flight.
- 22.3.2. Whilst away from home base on duty, flight attendants must immediately respond to any message or contact from the client airline or QD.

22.4. Call out on reserve

- 22.5. A reserve flight attendant called out for duty must be prepared to sign on at the airport as early as possible but not later than 120 minutes after receiving the duty call out. If a flight attendant is called to the airport under 120 minutes, transport may be provided at the discretion of the Company.

23. HOURS OF WORK

23.1. Ordinary hours each roster period

- 23.1.1. Subject to clause 23.1.7, maximum hours of work are 152 hours in a roster period.
- 23.1.2. A full-time flight attendant may be rostered to a maximum of 140 hours in a roster period.
- 23.1.3. A flight attendant's rostered hours may be extended during the roster period beyond the planned roster in the case of delays, disruptions, drafting, assignment, re-assignment, reserve and other relevant provisions of this Agreement.
- 23.1.4. A flight attendant may be required to work outside their original rostered duty on a reserve day and may be assigned additional work during the roster period on a reserve day.
- 23.1.5. A flight attendant who exceeds 120 hours work in a roster period must be paid incentive pay as specified in clause 20.4.
- 23.1.6. In the event that the Company or the client airline introduces a twenty eight (28) day roster period the planned roster hours of 140, the maximum ordinary hours of 152 and the payment of incentive pay for actual hours worked above 120 will remain unaltered.
- 23.1.7. A flight attendant may voluntarily elect to work more than 152 hours in a roster period.

23.2. Duty hour limitations

- 23.2.1. Flight attendants will have the same daily duty hour limitations/restrictions as a flight attendant in the client airline, including any special arrangements agreed between the client airline and the Association in relation to those limitations, restrictions or requirements.
- 23.2.2. The Duty Hour Limitations applicable to the client airline at the time of making this Agreement are outlined in Appendix B.
- 23.2.3. Trainees attending initial training school will not be subject to duty hour limitations specified in this Agreement until they commence in-flight training or online duties.
- 23.2.4. Home reserve credits are not included in the daily duty hour limit except where:
 - (a) the rostered, assigned or drafted duty is delayed in which case a flight attendant may be required to work up to 12 hours; and
 - (b) travel is associated with emergency procedure practices, examinations and courses; or uniform fittings; and that duty is the only duty for the day, in which case a flight attendant may work up to 12 hours. A flight attendant must not work for more than 12 hours in any duty and this limit includes home reserve duty credits.
- 23.2.5. Trainees attending initial training school are not subject to the duty hour limitations specified in this Agreement, until the trainee commences in-flight training or on line duties.

23.3. Maximum consecutive days

A flight attendant may perform duty (and be rostered) for a maximum of 6 consecutive days.

23.4. Minimum accreditation of hours

Flight attendants will have a minimum of 4 hours credited for all purposes of this Agreement where:

- 23.4.1. A flight attendant's rostered duty is cancelled upon arrival at the airport and no

replacement duty has been allocated in accordance with clause 33.

23.4.2. A reserve or re-assignable flight attendant is called to the airport for a duty which is subsequently cancelled and no replacement duty has been allocated in accordance with clause 33.

24. OVERTIME

24.1. Daily Overtime

24.1.1. The following overtime payments, calculated on a daily basis, will be paid (in addition to base salary) on the same basis as daily overtime is paid to flight attendants employed in domestic/short haul operations by the client airline with any adjustments to clause 24.1 being made pursuant to clause 6.

24.1.2. At the time of making this Agreement, overtime applies as follows:

- (a) domestic flying hours between 8 hours and 30 minutes and up to 10 hours, Overtime A rate in clause 20.6;
- (b) domestic flying hours in excess of 10 hours, Overtime B rate in clause 20.6; and
- (c) regional flying (see clause 5.25) hours in excess of 12 hours, Overtime B rate in clause 20.6.

24.2. Roster period overtime payments

24.2.1. Where a flight attendant works more than 152 hours in a roster period, they will be paid at Overtime C in clause 20.6 for any hours in excess of 152 in the roster period.

24.2.2. A flight attendant who is entitled to be paid the Overtime C in clause 20.6 pursuant to clause 24.2.1 above will not be paid incentive pay in accordance with clause 20.4 or daily overtime in accordance with clause 24.1 for any hours in excess of 152 in the roster period.

24.3. Payment for working on designated days off

24.3.1. A flight attendant who volunteers to work on a designated day off must be paid at the Overtime C rate in clause 20.6 for the hours worked, but will receive a minimum payment of 4 hours if less than 4 hours are worked.

24.3.2. Flight attendants who work on a designated day off as a result of up-line disruption (for regional flying) and/or a tour of duty extending into a day off (for regional and domestic flying) must be paid at the incentive pay rate (see clause 20.4) for each hour, or part there, of worked on the designated day off and will be allocated a substitute day off at a mutually agreed time or, failing mutual agreement, at a time nominated by the Company within 2 roster periods following the roster period in which the substitute day off accrued.

24.3.3. Hours worked on designated days off pursuant to clause 24.3.1 do not count towards:

- (a) incentive pay pursuant to clause 20.4;
- (b) daily overtime pursuant to clause 24.1 or roster period overtime pursuant to clause 24.2;
- (c) the 152 maximum hours of work in a roster period pursuant to clause 23.1.; or;
- (d) the 140 maximum rostered hours in a roster period pursuant to clause 23.1.2.

24.3.4. Hours worked on designated days off pursuant to clause 24.3.2 count for all purposes of this Agreement except that a flight attendant is not entitled to additional incentive pay pursuant to clause 20.4 for those hours (i.e. a flight attendant will not receive incentive pay for those hours above 120 in a roster period that are worked and paid pursuant to clause 24.3.2).

25. ALLOCATION OF WORK

- 25.1. Flight attendants will be designated as either a roster holder or a reserve roster holder. Work will be assigned and allocated by either QD or the client airline.
- 25.2. Roster holders and reserve roster holders must fly each pattern he/she is allocated.
- 25.3. A roster holder will normally have the duties on the published (see clause 36.3) portion of their roster (maximum of 14-days) protected, unless displaced in accordance with this Agreement.
- 25.4. A flying roster holder will not be allocated a duty that would cause the flight attendant to be displaced from their subsequent day's flying duty. A flight attendant may volunteer to work a duty that would cause them to be displaced from their subsequent day's flying duty but cannot be required to perform such a duty.

26. GROUND DUTIES AND COURSES

- 26.1. Ground duties and/or courses will normally be planned on a flight attendant's roster or may be allocated to a flight attendant on a reserve day.
- 26.2. A ground duty or course may be up to 10 hours duration from sign-on to sign-off and will not attract daily overtime payments under clause 24.1.
- 26.3. Where travel is associated with ground duties or a course, the total tour of duty will not exceed 12 hours.

26.4. Measurement of course or ground duty

- 26.4.1. A flight attendant's planned course or ground duty begins at the Company required reporting time and ends at the planned time of his/her release from the duty.
- 26.4.2. For electronic or on-line training or courses, the duration of the training or course will be determined by Company making a reasonable estimate of the time it will take to complete the course rounded to the nearest whole hour. Electronic or on-line training courses will not appear on a flight attendant's roster.

26.5. Failure to reach or maintain required standard

Time spent undertaking ground duties or training (including emergency procedures) on a second or subsequent attempt because the flight attendant failed to meet the requisite standards of proficiency on the first attempt or who fails to undertake ground duties or training at the scheduled time (except for Company approved reasons) will be required to undertake the ground duties or training and meet the requisite standard and will not be credited for the purposes of calculating incentive pay under clause 20.4 or towards overtime under clause 24.

27. BASE TRANSFERS

- 27.1. A flight attendant is entitled to receive payment from QD of all reasonable expenses incurred by the flight attendant for the removal of their furniture and personal effect if required to relocate at the direction of QD from one base to another for a period of time in excess of 6 months. This clause applies whether the transfer is permanent or temporary so long as the actual period of transfer (whether known at the time of initial transfer or not) exceeds 6 months.
- 27.2. The provision of this clause do not apply when a flight attendant requests to transfer to another base on a permanent or temporary basis.

28. RESERVE

- 28.1. A flight attendant may be rostered or assigned airport reserve or home reserve. Reserve may be single or multi-days.
- 28.2. On the day before a home reserve duty the client airline should specify a home reserve period of not more than 12 hours. If the flight attendant is not notified on the day before the 12 hour

period commences from the beginning of the rostered day.

- 28.3. One third of the time spent on home reserve duty up to the sign on of the assigned duty will be credited as duty. The credited duty:
- 28.3.1. does not accrue toward the applicable planned daily duty hour limits of any subsequent duty; and
 - 28.3.2. does count for the purpose of the unplanned duty hour limitations, overtime, pay and if applicable subsequent rest periods.
- 28.4. All time spent on airport reserve duty will be credited as duty.
- 28.5. Flight attendants on home reserve must not normally be contacted by the Company or client airline during the flight attendant's rest periods (between the hours of 2200 - 0600). An exception to this is to meet a short notice operational requirement (i.e. where the Company or client airline must assign a flying duty to a flight attendant that entails a sign-on before 0800, and the Company or client airline becomes aware of the requirement between 2200 and 0600).
- 28.6. Flight attendants on home reserve may leave home providing that before leaving they personally advise the client airline of their intended whereabouts and of the new telephone contact. Should there be no telephone contact, the flight attendant will call the client airline at times specified by the client airline.
- 28.7. During the rest period associated with reserve duties, the flight attendant will be free of all duties.
- 28.8. A flight attendant may be required to sign-on for a tour of duty outside of their nominated reserve period.

29. UNPLANNED OVERNIGHTS

In the case of an unplanned overnight, a flight attendant must be assigned to depart the overnight port to their home base, but not through their home base, as soon as possible after having the required rest period applicable to that port, unless the Company or client airline and the flight attendant agree to waive the minimum rest period.

30. RESCHEDULING AWAY FROM HOME BASE

- 30.1. Exchange of duties between flight attendants may be arranged by the client airline when required because of duty hour or rest period limitations or misconnections or personal leave at a port where flight attendants are not based.
- 30.2. In determining flight attendants to be involved in an exchange, the client airline will select those flight attendants who can still operate their next blocked flights or, if no flight attendant is available under this provision, then the flight attendant who will incur the least disruption in their next blocked flights, irrespective of the flight attendant's home base.
- 30.3. A flight attendant who is scheduled to deadhead may be assigned to operate.

31. OPEN TIME

A flight attendant may be allocated work in accordance with the open time system as determined by the Company or client airline. The client airline will determine the most appropriate flight attendant to allocate work to depending on operational requirements and giving consideration to the individual flight attendant's hours of work for the roster period.

32. DRAFTING

- 32.1. A flight attendant may be drafted to work outside of their rostered daily duty hours, these hours count towards the 152 hour maximum and daily duty maximum contained in this Agreement.

- 32.2. A flight attendant is required to perform any additional duty in so far as it is within the duty hours contained in this Agreement.
- 32.3. The manner in which flight attendants' are drafted will be in accordance with a process determined by the Company or client airline. The Company and the client airline will use their best endeavours to allocate the work in accordance with any open time system (see clause 31 above) before drafting flight attendants.
- 32.4. A flight attendant may not be drafted on a designated day off.

33. DISPLACEMENT AND RE-ASSIGNABILITY

33.1. Displacement

33.1.1. A flight attendant may be displaced from rostered flying for the following reasons:

- (a) overlap flying;
- (b) month-end changeover;
- (c) checking and/or training;
- (d) courses;
- (e) publicity;
- (f) duty hour limitations;
- (g) cancellation of flights;
- (h) rest period requirements;
- (i) transfer and base swap (travelling);
- (j) any leave specified in this Agreement, including personal leave;
- (k) misconnections (as defined);
- (l) aircraft type changes (to a differing crew complement aircraft or different configuration);
- (m) aircraft non-availability (due weather, U/S, maintenance);
- (n) uniform fittings; and
- (o) reverse deadheading.

33.2. Re-assignability

33.2.1. If a flight attendant has been displaced from their rostered duty for any reason the flight attendant may be assigned a replacement duty as follows:

- (a) re-assignable hours must be buffered by minimum rest periods. On a planned basis, designated days off will not be affected by this provision;
- (b) re-assigned duties can include regional flying, domestic flying or any type of duty including airport reserve (but not home reserve);
- (c) where a flight attendant is re-assignable, the client airline will ensure that the assigning of trips will not have the flight attendant working more than 152 hours in the roster period; and
- (d) where the 152 hour limit is breached the flight attendant may drop the trip or sector/s that infringe the 152 hour limit.

34. REST PERIODS

- 34.1. Flight attendants will have the same rest requirements as a flight attendant in the client airline (including duty free periods related to designated days off and substitute days off), including any special arrangements agreed between the client airline and the Association in relation to those requirements.
- 34.2. The rest periods applicable to the client airline at the time of making this Agreement are outlined in Appendix B.

35. DESIGNATED DAYS OFF

- 35.1. A flying roster holder is entitled to 9 designated days off in each roster period.
- 35.2. A reserve roster holder is entitled to 10 designated days off in each roster period.

- 35.3. Designated days off will be blocked as follows in each roster period: a minimum of 2 x two days.
- 35.4. A flight attendant may volunteer to work on a designated day off or may be required to work on a designated day/s off as a result of up-line disruption (for Regional flying) and/or a tour of duty extending into a day off (for Regional and Domestic flying).

36. ROSTERING AND SCHEDULING OF FLIGHT ATTENDANTS

- 36.1. The Company or client airline will prepare a roster for each roster period for all flight attendants.
- 36.2. Once a flight attendant has commenced a tour of duty he/she must not commence duties rostered for the following roster period/portion of the roster until he/she has completed that tour of duty, and he/she has been given appropriate rest periods.
- 36.3. **Publishing of rosters**
- 36.3.1. Roster periods will be a calendar month in accordance with the short haul/domestic operations of the client airline and will commence on or about the first day of each calendar month.
- 36.3.2. The Company or client airline will make rosters for each roster period available to flight attendants as early as possible but not less 24 hours before the commencement of a roster period.
- 36.3.3. Rosters will be updated daily on a rolling basis with a maximum of 14 days being displayed at any time provided that a flight attendant's designated days off for the whole roster period will be displayed. Where there are less than 14 days until the end of the roster period, a roster will display all of the remaining days in that roster period.
- 36.3.4. The rostering system or roster period used for flight attendants may be varied in-line with any variations to the rostering system used for flight attendants employed in domestic/short haul operations by the client airline.
- 36.4. **Variation of roster system and periods**

In the event that roster periods are introduced of either 28-day or 14-day durations the values associated with the length of the roster period in this Agreement (unless specified otherwise) may be varied accordingly.

36.5. Exchange of rostered duties

- 36.5.1. Flight attendants may exchange duties and days off between themselves with the agreement of the Company or the client airline. Provided:
- (a) there is no reduction in operational coverage;
 - (b) there is no additional cost to the Company or the client airline; and
 - (c) minimum rest periods required by this Agreement are maintained.
- 36.5.2. The Company or the client airline may refuse requests roster exchanges, however such requests will not normally be unreasonably refused.

37. DUTY TRAVEL

- 37.1. A Flight Attendant deadheading on aircraft operated by the client airline to which the flight attendant is assigned will be confirmed in Economy class and may be upgraded to Premium Economy or Business class subject to space availability on the day. Customer Service Managers will be confirmed in Economy class and may be upgraded to the highest class available subject to space availability on the day.
- 37.2. A flight attendant deadheading on other carriers will be booked in economy class and there will be no entitlement to upgrade.

- 37.3. Whilst deadheading, a flight attendant may be required for operational purposes and must have their uniform available.

38. PARKING AND TRANSPORT

- 38.1. The Company or client airline will provide car parking facilities for the use of flight attendants.
- 38.2. Home transport will be provided for a regional sector where the sign-on or sign-off is between 2000 and 0700. An entitlement to home transport to the airport at sign-on and from the airport at sign-off will only be provided where both sign-on and sign-off fall within the 2000 and 0700 window. Where sign-on is within the 2000 and 0700 window but sign-off is not, home transport will only be provided at sign-on. Where sign-off is within the 2000 and 0700 window but sign-on is not, home transport will only be provided at sign-off.
- 38.3. The transport boundaries for home transport that apply to flight attendants in the client airline will apply.

39. LANGUAGE SPEAKERS

- 39.1. Flight attendants may be employed as language speakers to fly predominantly on relevant language routes as specified by the client airline. Rosters will be built for language speakers to maximise language utilisation.
- 39.2. Language speakers may be assigned to flying as per the requirements of the client airline.

40. ANNUAL LEAVE

- 40.1. The provisions of this clause do not apply to casual flight attendants.
- 40.2. Part-time flight attendants are entitled to the benefits of this clause on pro-rata basis.
- 40.3. **Annual leave entitlement**
- 40.3.1. A flight attendant, other than a casual flight attendant, accrues annual leave at the rate of 42 days (inclusive of Saturdays, Sundays and Public Holidays) per annum. Accrued annual leave will be credited at least every 4 weeks.
- 40.3.2. In determining what is a complete year of service or a pro-rata entitlement for annual leave purposes any absence from duty (other than absence due to annual leave, long service leave, sick leave with pay and leave pursuant to workers' compensation legislation) does not count as service.
- 40.3.3. The full annual leave entitlement should be taken every twelve (12) months of service and must not accumulate for more than 2 years, subject to the provisions of the Act. The Company will roster flight attendants' annual leave each year. The Company may direct annual leave to be taken in accordance with the Act.
- 40.4. **Payment for annual leave**
- A flight attendant taking annual leave is entitled to be paid their base salary plus a loading of 11.67%.

41. PERSONAL LEAVE

- 41.1. The provisions of this clause do not apply to casual flight attendants.
- 41.2. Part-time flight attendants are entitled to the benefits of this clause on pro-rata basis (see clause 15.3.5).
- 41.3. **Definitions**
- 41.3.1. The term immediate **family** includes:
- (a) spouse (including a former spouse, a de facto spouse and a former de facto

- spouse) of the flight attendant. A de facto spouse means a person of the opposite sex to the flight attendant who lives with the flight attendant as his or her husband or wife on a bona fide domestic basis; and
- (b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the flight attendant or spouse of the flight attendant.

41.4. Amount of paid personal leave

41.4.1. Paid personal leave is available to a flight attendant, when they are absent:

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

41.4.2. The amount of personal leave to which a full-time flight attendant is entitled depends on how long they have worked for the Company and accrues, and is credited in advance, at the rate set out below:

Length of service with the Company	Personal leave (working days)
On date of appointment	10
After each completed 12 months of employment	15

41.4.3. Notwithstanding clause 41.4.2 above, personal leave will not be credited in advance for temporary flight attendants.

41.4.4. Accrued but unused personal leave accumulates from year to year.

41.4.5. Personal leave may accumulate to a maximum of 52 weeks subject to the Act.

41.4.6. Personal leave is not paid in lieu on termination of employment.

41.5. Personal leave for personal injury or sickness

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

41.6. Personal leave to care for an immediate family or household member

41.6.1. A flight attendant is entitled to use personal leave, including accrued leave, to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.

41.6.2. A flight attendant may take unpaid personal leave in accordance with the Act.

41.7. Flight attendant must give notice

41.7.1. Before taking personal leave, a flight attendant should give at least three hours notice before their next rostered starting time, unless they have a good reason for not doing so.

41.7.2. The notice must include:

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

41.7.3. If it is not practicable for the flight attendant to give prior notice of absence, the flight attendant must notify the Company or the client airline by telephone at the first opportunity.

41.7.4. A flight attendant resuming duty after any period of sick leave must advise the Company or client airline by 1700 on the day preceding their next duty if they are not returning to work to perform that duty. A flight attendant will be advised of their next duty on this call and must operate that duty unless they advise the Company or client airline otherwise.

41.8. Evidence supporting claim

41.8.1. Subject to the Act, unless a flight attendant produces a certificate from a registered health practitioner when claiming personal leave, the flight attendant is not entitled to payment for the absence. The Company may accept a statutory declaration where it is not reasonably practicable for a flight attendant to obtain a medical certificate.

41.8.2. The Company must grant paid personal leave to a flight attendant without the provision of a medical certificate to the extent of 3 days in each 12 month period.

41.8.3. When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the flight attendant must, if required by the Company or client airline, establish by production of documentation acceptable to the Company or client airline or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the flight attendant.

41.9. Effect of worker's compensation

41.9.1. If a flight attendant is receiving worker's compensation payments, they are not entitled to sick leave.

42. BEREAVEMENT LEAVE

42.1. The provisions of this clause do not apply to casual flight attendants.

42.2. Part-time and temporary flight attendants are entitled to the benefits of this clause on pro-rata basis.

42.3. Up to 3 days paid bereavement leave, or up to 5 days if interstate or overseas travel is required, is available for each flight attendant on each occasion of death of a member of their immediate family or household.

42.4. Compassionate leave is also available to a flight attendant in accordance with the Act on each occasion when a member of the flight attendant's immediate family or a member of the flight attendant's household contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life.

42.5. If a flight attendant needs more than one period of bereavement/compassionate leave in a year, the days of leave for that second or subsequent occasion will, except where provided below, will be deducted from available personal leave.

42.6. The second and subsequent period of bereavement/compassionate leave will not be deducted from personal leave in the first year of employment and no more than 5 days per annum will be deducted from personal leave for this purpose in each year thereafter.

42.7. One day of personal leave is available as bereavement leave on each occasion of the death of other close relatives not defined as immediate family.

43. PARENTAL LEAVE

43.1. Subject to the terms of this clause and the terms of the Act, flight attendants (other than casual and temporary flight attendants) are entitled to maternity, paternity and adoption leave in connection with the birth or adoption of a child.

43.2. Eligible casual employees as defined by the Act are entitled to take unpaid parental in accordance with the Act.

43.3. Definitions

43.3.1. For the purpose of this clause child means a child of the flight attendant under the age of one year, except for adoption of a child where "child" means a person under the age of five years who is placed with the flight attendant for the purposes of adoption, other than a child or step-child of the flight attendant or of the spouse of the flight attendant or a child who has previously lived continuously with the flight attendant for a period of six months or more.

43.4. Basic entitlement

43.4.1. Other than elsewhere provided in this clause, parents are entitled to a combined total of one hundred and four (104) 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.

43.4.2. 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:

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

43.5. Maternity leave

43.5.1. A flight attendant must provide notice to the Company at least 4 weeks before the commencement of maternity leave. The notice must be accompanied by a certificate from a registered medical practitioner stating that the flight attendant is pregnant in advance of the expected date of commencement of parental leave. Flight attendants are not required to have completed twelve (12) months service with the Company in order to access maternity leave.

43.5.2. When the flight attendant gives notice under clause 43.4.1 above, the flight attendant must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

43.5.3. A flight attendant will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

43.5.4. A flight attendant on maternity leave is entitled to 16 weeks paid leave at the flight attendant's base salary, provided that for 6 of these weeks, the Company can allocate the flight attendant to ground duties, at the applicable hours of duty for the ground role concerned. Notwithstanding this:

- (a) except as at clause 43.4.4(b) below, where the Company cannot allocate ground duties, the flight attendant will be entitled to 16 weeks paid leave as above;
- (b) a flight attendant may decline the ground duties offered. Where a flight attendant exercises their discretion to decline the ground duties offered, the flight attendant will be paid for 10 weeks at the flight attendant's base rate of pay.

43.5.5. Subject to clause 43.4.6 a flight attendant will return to work no earlier than six weeks after and no later than one hundred and four (104) weeks after the birth of the child. The return to work may be subject to the flight attendant providing a medical certificate stating that she is fit to work on her normal duties.

43.5.6. A flight attendant is entitled to up to one hundred and four (104) weeks of unpaid maternity leave, commencing from the advised date of confinement. This period may be extended by any accrued annual or long service leave with the approval of the Company.

43.5.7. The period of unpaid leave will count as service for the purposes of seniority and incremental progression but not otherwise.

43.6. Special maternity leave

43.6.1. If the pregnancy is terminated for any reason, including where the flight attendant has not commenced maternity leave at that time, the flight attendant may take unpaid special maternity leave of such period as a registered medical practitioner certifies is necessary.

43.6.2. If the flight attendant is suffering from an illness not related to the direct consequences of birth, the flight attendant may take as much of her paid sick leave entitlement as a registered medical practitioner certifies is necessary, in lieu of, or in addition to, special maternity leave.

43.7. Paternity leave

43.7.1. After 12 months continuous service, a flight attendant is entitled to take paternity leave, which may be taken in one or two periods

43.7.2. A flight attendant must provide to the Company at least ten weeks before each proposed period of paternity leave, with:

- (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- (b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- (c) a statutory declaration stating:
 - the flight attendant 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.

43.8. Adoption leave

43.8.1. After 12 months continuous service, a flight attendant is entitled to take adoption leave which may be taken in one or two periods.

43.8.2. The flight attendant will notify the Company at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. A flight attendant may commence adoption leave before providing such notice, where through circumstances beyond the control of the flight attendant, the adoption of a child takes place earlier.

43.8.3. Before commencing adoption leave, a flight attendant will provide the Company with a statutory declaration stating:

- (a) the flight attendant is seeking adoption leave to become the primary care-giver of the child;
- (b) particulars of any period of adoption leave sought or taken by the flight attendant's spouse; and
- (c) that for the period of adoption leave the flight attendant will not engage in any conduct inconsistent with his or her contract of employment.

43.8.4. The Company may require a flight attendant to provide confirmation from the appropriate government authority of the placement.

43.8.5. Where the placement of a child for adoption with a flight attendant does not proceed or continue, the flight attendant will notify the Company immediately and the Company will nominate a time not exceeding four (4) weeks from receipt of notification for the flight attendant's return to work.

43.8.6. A flight attendant 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.

43.8.7. A period of six (6) weeks immediately following adoption will count as service for all purposes of this Agreement.

43.9. Variation of period of parental leave

43.9.1. Provided that the maximum period of parental leave does not exceed the period provided for in clauses 43.3 and 43.4.5, a flight attendant may apply to the Company to extend the period of parental leave on one occasion, or on more than one occasion, if the Company agrees.

43.9.2. The flight attendant must give at least 14 days written notice to the Company of the period by which the leave is to be extended.

43.9.3. The period of parental leave may, with the consent of the Company, be shortened by the flight attendant giving at least 14 days written notice of the period by which the leave is to be shortened.

43.10. Parental leave and other entitlements

A flight attendant may take, in lieu of or in conjunction with parental leave, any other paid leave entitlements which he or she has accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding one hundred and four (104) weeks, except as outlined in clause 43.4.

43.11. Maternity leave - ground duties

Flight attendants who proceed on maternity leave and wish to avail themselves of ground duties will contact their manager for information on available ground duties. Any ground duties performed will be paid at the ground duty rate.

43.12. Returning to work after a period of parental leave

43.12.1. A flight attendant will notify of his or her intention to return to work after a period of parental leave at least four weeks before the expiration of the leave.

43.12.2. A flight attendant will be entitled to the position which he or she held immediately before proceeding on parental leave. In the case of a flight attendant on ground duties, pursuant to clause 43.10 above, the flight attendant will be entitled to return to the position she held immediately before such ground duties.

43.12.3. A flight attendant taking parental leave may apply for advertised vacancies whilst on leave provided the flight attendant is available to take up any resultant appointment or training on the nominated date(s) at the re-commencement of duty.

44. LONG SERVICE LEAVE

Long service leave will accrue at the same rate as for flight attendants employed by the client airline in its domestic operations.

45. LEAVE WITHOUT PAY

The Company may provide a flight attendant with leave without pay. A flight attendant on leave without pay is not entitled to any of the benefits of this Agreement in respect of the period of leave without pay.

46. INSURANCES

46.1. Insurance cover in warlike circumstances

- 46.1.1. A flight attendant will not be required to operate services into hostile or warlike areas; however the Company may request volunteers for such operations.
- 46.1.2. Should the Company operate military charter flights into and out of other areas in which hostile or warlike activities may reasonably be said to exist, it will be open to the Association to raise with the Company the question of extending the provisions of this clause to such charter flights.
- 46.1.3. A flight attendant, who participates in military charter flights will in addition to any other benefits/entitlements under this clause, be insured by the Company against death for an amount of \$275,519. This benefit will be payable in the event of a flight attendant's death whilst flying on the last sector into or the first sector out of any warlike area, or whilst on the ground in such area, if death results from any of the acts referred to in clause 46.1.5 below.
- 46.1.4. A flight attendant who operates flights not being military charter flights into and/or out of areas in which hostile and/or warlike activities may reasonably be said to exist, must, in addition to any other benefits to which the flight attendant is entitled be insured by the company against death for an amount of \$155,000. The benefit is payable in the event of the crewmember's death whilst flying into or out of any such area, or whilst on the ground within a reasonable area of the transit or slip port, if death results from any of the acts referred to in clause 46.1.5.
- 46.1.5. Should a flight attendant be killed whilst overseas in the course of duty with the Company (whether death arises out of or in the course of duty or while based, slipping or travelling overseas in the course of employment) and death results from warlike or terrorist operations including:
- (a) Acts of war, whether declared or undeclared;
 - (b) Warlike acts in the course of civil war or armed civil insurrection, deliberate attacks on aircraft by units or armed forces (including shooting or forcing down in time of peace) or
 - (c) Should a flight attendant be killed in the course of duty with the Company as a result of proven:
 - acts of sabotage; or
 - acts of hijacking,
 - (d) The Company will provide the following:
 - A guarantee to make up any difference by which the sum of the death payment due to a flight attendant attributable to the Company contributions under the staff superannuation plan, plus the amount payable on death under the Company's personal accident and insurance scheme and the amount of \$351,436.
 - A flight attendant with a dependent partner will be entitled to an additional \$35,254.
 - A flight attendant with children under the age of 17, including any children conceived but not yet born, will be paid an additional \$8,825 for each child.
 - An indemnity to a maximum of \$187,990 in respect of personal insurance policies taken out by a flight attendant that contains exclusions of death or injury resulting from the circumstances outlined in this clause.
- 46.1.6. Should a flight attendant be killed in the course of duty with the Company as a result of acts of sabotage or hijacking, the Company will provide a death benefit of \$155,000 in addition to all other amounts payable to the flight attendant under the flight attendant's superannuation scheme or any other scheme.
- 46.1.7. Where a flight attendant is injured in circumstances set out in clause 46.1.6 above, and such injury causes occupational disability, the Company will pay \$60,000 irrespective of any other occupational disability benefits.

46.2. Aircraft accident insurance

46.2.1. The Company will insure each flight attendant for Aircraft Accident Insurance for a death benefit of \$155,000 provided that such death occurs whilst flying or passengering on any aircraft in a manner recognised by the Company and the Association as being associated with the employment of the flight attendant and the benefit will be paid expeditiously to the flight attendant's estate.

46.2.2. This benefit is inclusive of any Workers Compensation and carrier Liability Insurance Entitlements but does not apply to flight attendants covered under clause 46.3 (Internment).

46.3. Internment

46.3.1. The following conditions will apply to a flight attendant who is posted missing or interned whilst on Company service as a result of hostile action by a foreign nation, whether war is declared or not.

46.3.2. If interned, pay will continue during the period of internment.

46.3.3. If posted missing, pay will continue until such time as the flight attendant's whereabouts are established, but not beyond two years from the time first posted missing, provided that the Company will consider sympathetically continuing payment of pay or part thereof, beyond two years where the flight attendant's dependents would otherwise be adversely affected, and provided further that if subsequently discovered to have been interned, pay will continue to be paid in accordance with clause 46.3.2 above.

46.3.4. Pay will cease when death is established or legally presumed and in the circumstances the relevant provision of clause 46.1 (insurance Cover in Warlike Circumstances) will apply.

46.3.5. Where a flight attendant is entitled to pay in accordance with clause 46.3.2 above, it will be paid to such person as is nominated by the flight attendant, and failing such nomination it will be at the Company's discretion, be either paid to a dependent next-of-kin selected by the Company, or held by the Company on behalf of the flight attendant.

47. PERSONAL EFFECTS INSURANCE

The Company will insure all flight attendants for loss or damage incurred to personal effects whilst on duty, excluding money or jewellery.

48. JURY SERVICE

48.1. A flight attendant, other than a casual flight attendant, required to attend for jury duty during their ordinary working hours will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for the jury service and the amount of the ordinary wage they would have received Monday to Friday in respect of the ordinary time they would have worked had they not been on jury service.

48.2. A flight attendant must notify the Company as soon as possible of the date upon which they are required to attend for jury service.

48.3. The flight attendant must give the Company proof of attendance, the duration of such attendance and the amount paid in respect of the jury service.

48.4. Where a flight attendant is required to perform Jury Service on designated days off, such days will be re-credited and taken immediately following Jury Service.

48.5. However, should a Saturday or Sunday fall during the period of Jury Service and the flight attendant be released, these days will be free of duty and will be regarded as days off.

48.6. Any other designated day(s) not taken, will be taken at the conclusion of Jury Service.

49. COUNSELLING, DISCIPLINARY, GRIEVANCE AND APPEALS PROCESS

- 49.1. The counselling, disciplinary, grievance and appeals process will be as set out in Appendix D unless otherwise agreed between the Company and the Association.
- 49.2. The Company may, pending an outcome in any disciplinary process, hold a flight attendant out of service with pay and a continuance of all other entitlements.

50. APPENDIX A - SCHEDULE OF ALLOWANCES AND LOADINGS

	2009	2010	2011	2012	2013
FA Incentive Pay (per hour)	\$18.00	\$18.54	\$19.10	\$19.67	\$20.26
CSM Incentive Pay (per hour)	\$30.67	\$31.59	\$32.54	\$33.51	\$34.52
FA Overtime A (per hour)	\$10.00	\$10.30	\$10.61	\$10.93	\$11.26
FA Overtime B (per hour)	\$20.00	\$20.60	\$21.22	\$21.85	\$22.51
FA Overtime C (per hour)	\$36.00	\$37.08	\$38.19	\$39.34	\$40.52
CSM Overtime A(per hour)	\$15.33	\$15.79	\$16.26	\$16.75	\$17.25
CSM Overtime B (per hour)	\$30.67	\$31.59	\$32.54	\$33.51	\$34.52
CSM Overtime C (per hour)	\$61.34	\$63.18	\$65.08	\$67.03	\$69.04
Higher Duty Allowance (per day)	\$163.64	\$168.55	\$173.61	\$178.81	\$184.18
Route Pay (per day)	\$13.51	\$13.92	\$14.33	\$14.76	\$15.21
DHP – FA*	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
DHP – CSM*	\$1.34	\$1.34	\$1.34	\$1.34	\$1.34
Team Leader (per flight hour)	\$4.00	\$4.12	\$4.24	\$4.37	\$4.50
Accommodation in lieu (per instance)	\$65.15	\$67.10	\$69.12	\$71.19	\$73.33

* The Company and the Association may, by agreement, review these amounts during the term of this Agreement.

51. APPENDIX B – DAILY DUTY HOUR LIMITATIONS AND REST PERIODS

51.1. Changes to daily duty hour limitations and rest periods

Changes in the client airline in relation to daily duty hour limitations, home base rest and up-line rest set out in clauses 51.2, 51.3 and 51.4 below will be reflected in this Agreement using the facilitative provisions of clause 6.

51.2. Duty hour limitations

51.2.1. At the time of the making this Agreement, the daily duty hour limitations applicable to the client airline are:

Pattern	Planned TOD	Unplanned TOD
DOM	9 hrs 45 mins	12 hrs
Agreed DOM Pairings	12 hrs	-
Regional Flying		
• Operating (OP)	14 hrs	17 hrs ⁽¹⁾
• Deadhead (DH)	17 hrs	24 hrs
• DH to OP	14 hrs	20 hrs
• OP to DH	24 hrs	-

(1) may be extended to 20 hours with the agreement of the Company and the majority of flight attendants affected.

51.3. Home base rest

51.3.1. At the time of making this Agreement, the home base rest periods applicable to the client airline are:

Pattern	Planned Rest	Unplanned Rest*
DOM Single Day < 8 hours	12 hours	12 hours
DOM Single Day > 8 hours	15 hours	12 hours
DOM Multi-Day	12 - 15 hours	12 hours
RF > 72 hours duration	48 hrs incl 2 local nights	-
RF trips > 1 calendar day	18 hrs incl 1 local night	-
RF trips < 1 calendar day	15 hours incl 1 local night	-

(a) * by agreement between the flight attendant and the client airline.

(b) A local night is defined as between 2200 and 0600 inclusive.

(c) A flight attendant may elect to reduce their planned rest times to the Unplanned Rest times for the purpose of maintaining their roster.

51.4. Up-line rest

51.4.1. At the time of making this Agreement, the up-line rest periods applicable to the client airline are:

Port	Planned Rest	Unplanned Rest
DOM - FA Base Port	12 hours	12 hours
DOM - Non FA Base Port	10 hours	10 hours
Regional Flying ⁽¹⁾	12 - 24 hours	10 hours ⁽²⁾

(a) (1) RF rest is planned to a minimum of 12 hours plus one hour for every duty hour over 12 hours up to a maximum of 24 hours.

- (b) (2) In the case of disruption, the rest period may be reduced to a minimum of 10 hours. In such a case a payment equivalent to 50% of the rest period not taken shall be paid.

52. APPENDIX C – REDUNDANCY PROVISIONS

52.1. Introduction

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

52.2. Notice period

Notice will be in accordance with clause 16 of this Agreement. The period of notice shall not commence until appeal rights have been exhausted.

52.3. Redundancy payments

- 52.3.1. For redundancy under the terms of this Agreement, the following package shall apply:
- (a) Three (3) weeks' pay for each year of service up to and including five (5) years service, with a minimum of four (4) weeks' pay;
 - (b) Four (4) weeks' pay for each completed year of service in excess of five (5) years; and
 - (c) Pro-rata payment for each completed month of service.
 - (d) The above mentioned payments do not include payments in lieu of notice.
- 52.3.2. Any redundancy payments for full-time employees who convert to part time will continue to be calculated on full-time equivalent hour's salary with the period of service being adjusted to reflect hours actually worked.

52.4. Pay calculation

For the purposes of this Agreement, "Pay" shall be paid base salary for the relevant classification under this Agreement.

52.5. Maximum redundancy payment

- 52.5.1. Part I: This component shall only be available to employees who commenced their employment on or prior to 16 October 1996.
- 52.5.2. The then value of an existing employee's accumulated redundancy payments as at 16 October 1996 shall be frozen in money terms and increased by 2% p.a. for each full year of service after 16 October 1996. To this amount shall be added any redundancy payments that accrue under the new redundancy scheme (see Part II) for service from 16 October 1996. An employee's actual date of commencement of service will be used to calculate any redundancy payments under Part II (that is, for the purpose of determining whether 3 weeks or 4 weeks pay per year of service applies under clause 52.3 (Redundancy Payments) for the calculation under Part II).
- 52.5.3. Part II: Applies to all employees engaged after 16 October 1996 and to service after 16 October 1996 for employees engaged on or prior to 16 October 1996.
- 52.5.4. The new redundancy scheme shall apply to all employees. The maximum benefit for

redundancy pay under the new scheme shall be ninety-five (95) weeks pay exclusive of notice periods.

52.6. Other entitlements

52.6.1. Annual Leave Loading

Annual leave credits, including pro-rata leave due at date of termination, will be paid inclusive of the annual leave loading pertaining to the individual.

52.6.2. Long Service Leave

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

52.6.3. Superannuation

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

52.6.4. Preservation

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

52.6.5. Employee Travel

See Staff Travel Policy manual.

52.6.6. Redeployment

- (a) To Other Duties; where an employee has been redeployed to a lower paid position, the employee shall be given four (4) weeks' notice of transfer and receive salary maintenance (being the difference between the former ordinary time rate and the new lower rate) for a period of six months following the transfer.
- (b) To Other Ports; where the Company offers and the employee accepts redeployment requiring a change of domicile, e.g. Sydney to Perth, Cairns to Brisbane, the employee shall be entitled to normal transfer costs in accordance with company policy.

52.6.7. Company Certificate of Service

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

52.6.8. Notification to relevant Government authority

QD shall notify the relevant Government authority in accordance with Government requirements as soon as possible of relevant information in respect of those employees compulsory retrenchment.

52.6.9. Outplacement Services

QD will provide outplacement service for all retrenched employees. The level of outplacement service provided will be determined by QD in consultation with the relevant Government authority or any successor Organisation and will include a detailed work history of the employee and assistance towards the preparation of CVs. Where practicable, outplacement services will be provided during the period of special paid leave and prior to cessation of employment with QD.

52.6.10. Financial Counselling

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

52.6.11. Welfare Services

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

52.6.12. Appeal Rights

Employees who wish to continue working for the Company and who are targeted for redundancy may appeal within four (4) working days to the Association and their employment shall continue until the matter has been dealt with. The Association must forward the names of appellants to the company within two (2) working days of receiving the names. The Company shall complete the appeal process within two weeks.

52.6.13. Re-Employment

A retrenched employee will be given preference for re-employment where it is advertised externally, subject to meeting the requirements of the position.

52.6.14. Savings

Nothing contained within this Agreement shall reduce any award or statutory protections in respect to redundancy related arrangements unless otherwise expressly agreed by exchange of correspondence between the Company and the Association.

53. APPENDIX D - COUNSELLING, DISCIPLINARY, GRIEVANCE AND APPEALS PROCESS

- 53.1. Disciplinary action includes reprimand, withholding an annual increment or promotion, demotion and termination.
- 53.2. Under these procedures, the Company representatives, the Association, the employee and his or her representative must act in a professional manner, and abide by the rules of natural justice.
- 53.3. When reports are received concerning the conduct and/or performance of an employee, the Company will commence an investigation and, prior to taking any disciplinary action, interview the employee concerned as soon as possible.
- 53.4. When conducting an investigation, the Company may question any employee, provided the employee is advised of the subject matter.
- 53.5. At every stage of these procedures, an employee has the right to be represented and accompanied by another employee employed by the Company or a representative of the Association. The employee may terminate any interview procedures until such time as representation is available. If there is a likelihood of disciplinary action resulting from these procedures, then the Company will inform the employee of these rights in writing.
- 53.6. The Company may hold an employee out of service, pending completion of the investigations, on the grounds of alleged serious wilful misconduct, or alleged serious breach of safety standards by the employee. In this situation, when an employee is held out of service, it must be with pay.
- 53.7. When an employee is being investigated, a copy of any reports, interviews, statements and/or other relevant information will be provided to the employee at least 24 hours prior to any interview. When the employee has elected to involve a representative of the Association, the documentation must also be provided to the relevant Association representative in the same time frame. The documentation will preserve the confidentiality of the complainant.
- 53.8. At the interview, the employee will have reasonable time to make any representation concerning the allegations that have been made.
- 53.9. A copy of any record of interview prepared by the Company shall be provided to the employee and/or the employee's representative on request.
- 53.10. Where an interview involves an employee outside ordinary working time, the employee is entitled to normal pay, overtime, meal break and transport provisions.
- 53.11. Subject to the Company's obligations under Occupational Health and Safety and Anti Discrimination Legislation, no anonymous complaints will be investigated.
- 53.12. A complaint cannot normally be pursued against an employee if the complaint has not been received or investigation initiated within two months of an alleged incident. Investigations must be concluded within six months of the incident, which may be exclusive of any leave taken by the employee.
- 53.13. If a complaint is received which the Company intends to place on an employee's file, then the employee must be provided with a copy of the complaint and any relevant correspondence. The employee may submit a reply to the complaint, which must be kept with the original complaint, and read in conjunction with that complaint on future occasions.
- 53.14. Where disciplinary proceedings against an employee are involved, the outcome of the proceedings and the reasons for the decision will be notified to the employee in writing and a copy placed on his or her personal file. The employee will also have the right to place any written comments he or she wishes to make concerning the matter on his or her personal file.
- 53.15. Where the Company investigation concludes with a finding that the employee has no case to answer then this should be recorded in clear and unequivocal terms.

- 53.16. If an employee is dissatisfied with the decision of the Company in relation to disciplinary action (other than in the case of a dismissal) then he or she may seek a review of the decision by a more senior manager. Application for review must be in writing, outlining the grounds on which a review is sought and be made within twenty-one days of the Company decision. In any resultant review proceedings, the employee has the right to be represented by another employee employed by the Company or a representative of the Association.
- 53.17. If the matter has not been resolved to the satisfaction of both parties after the review, either party to the dispute may refer it to the Australian Industrial Relations Commission in accordance with the Disputes Resolution Procedure.
- 53.18. This review process shall not apply in the case of dismissal. In this case, an application may be made by the employee to the Australian Industrial Relations Commission in accordance with the provisions of the Act.
- 53.19. If an employee is exonerated as a result of any hearing or review, no reference to the matter is to be kept on an employee's file.
- 53.20. When an application for review is made under clause 53.16 no disciplinary action shall be taken against the employee until such review is concluded.

54. APPENDIX E - SIGNATORIES TO AGREEMENT

Signed for and behalf of:

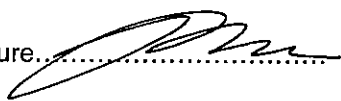
1. Qantas Domestic Pty Limited of 203 Coward Street, Mascot, NSW, 2020:

Name Sue- Ellen Bisset

Witness Name Michael O'Neil

Position Group General Manager
I.R.

Position: Manager Industrial Relations

Signature 

Signature 

Date 22-12-08

Date 22-12-08

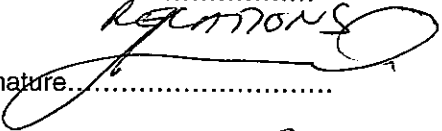
2. Flight Attendant's Association of Australia – Domestic/Regional Division of 18/538 Gardeners Road, Alexandria, NSW, 2015:

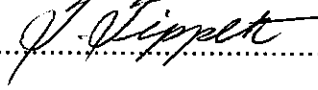
Name JOHN PLATFORD

Witness Name TONI TIPPETT

Position MANAGER INDUSTRIAL
RELATIONS

Position: MANAGER PEOPLE PERFORMANCE
QANTAS AIRLINES

Signature 

Signature 

Date 22-12-08

Date 22-12-2008