



FAIR WORK
AUSTRALIA

WORKPLACE DETERMINATION

Fair Work Act 2009

s.266 - Industrial action related workplace determination

Australian Licenced Aircraft Engineers Association, The

v

Qantas Airways Limited

(B2011/3995)

LICENCED AIRCRAFT ENGINEERS (QANTAS AIRWAYS LIMITED)

WORKPLACE DETERMINATION 2012

[AG891046]

Airline operations

VICE PRESIDENT WATSON

JUSTICE BOULTON

COMMISSIONER ROE

SYDNEY, 23 JANUARY 2012

Workplace determination.

A. Further to decision [2012] FWAFB 236 issued on 23 January 2012, the following workplace determination is made:

1. TITLE

This Workplace Determination shall be known as the Licenced Aircraft Engineers (Qantas Airways Limited) Workplace Determination 2012.

2. ARRANGEMENT

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3. DURATION

This Workplace Determination operates from the first pay period on or after 23 January 2012 and will nominally expire on 31 December 2014.

4. PARTIES BOUND AND INCIDENCE OF WORKPLACE DETERMINATION

- 4.1** This Workplace Determination covers and applies to Qantas Airways Limited (Qantas), the Australian Licenced Aircraft Engineers Association (ALAEA) and all employees of Qantas employed in accordance with a classification specified in Tables 1 and 2 of Appendix B.
- 4.2** While this Workplace Determination is in operation, the following enterprise awards do not apply to employees to whom this Workplace Determination applies: the Airline Operations - Licensed Aircraft Engineers – Qantas Airways Limited - Award 2005, Airline Operations (Qantas Airways Limited) Shorter Hours Award 2005 and the Airline Operations (Qantas Airways Limited) Long Service Leave Award 1999.
- 4.3** From the date of operation referred to in clause 3, this Workplace Determination replaces the Licensed Aircraft Engineers (Qantas Airways Limited) Enterprise Agreement 8.
- 4.4** The terms of this Workplace Determination apply in a manner that does not exclude the NES. That is, no provision of the NES is displaced by this Workplace Determination but the NES provisions may be supplemented by the terms of this

Workplace Determination. Accordingly, the NES will continue to apply to the extent that any term of this Workplace Determination is detrimental to an employee in any respect when compared with the NES.

5. DEFINITIONS

- 5.1** “ALAEA” or "Association" or “Union” means The Australian Licenced Aircraft Engineers Association.
- 5.2** “Qantas” or the “Company” means Qantas Airways Limited.
- 5.3** "Employee" unless otherwise specified means any person employed by Qantas Airways Limited holding an Aircraft Maintenance Engineers License or Approval.
- 5.4** “EBA 8” means the Licensed Aircraft Engineers (Qantas Airways Limited) Enterprise Agreement 8.
- 5.5** "Accident" has the same meaning as defined in the Civil Aviation Act Division 3C s.30DL, as varied from time to time.
- 5.6** "Incident" has the same meaning as defined in Civil Aviation Act Division 3C s.30DL, as varied from time to time.
- 5.7** “FWA” or the “Tribunal” means Fair Work Australia or any successor tribunal.
- 5.8** “Act” means the *Fair Work Act 2009* (Cth), as amended or replaced from time to time.
- 5.9** “NES” means the National Employment Standards under the Act, as amended or in force from time to time.
- 5.10** “Workplace Determination” means the Licensed Aircraft Engineers (Qantas Airways Limited) Workplace Determination 2011.
- 5.11** “Date of operation” or “operative date” means the date on which this Workplace Determination commences operation.

6. DISPUTE SETTLING PROCEDURE

- 6.1** In the event of a dispute arising in the workplace about matters arising under this Workplace Determination or in relation to the National Employment Standards, the procedure to resolve the matter will be as follows:
 - 6.1.1** The employee and the employee's supervisor meeting and conferring on the matter.
 - 6.1.2** If the matter is not resolved at this meeting, the parties to the dispute must arrange for further discussions between the employee and more senior levels of management.
 - 6.1.3** If the matter cannot be resolved it may be referred by either party to FWA for resolution. This does not affect the right of either party to a dispute to take other action to resolve the dispute.

- 6.2** An employee may choose to have an employee representative of their choice, including a union representative, to represent and support them at any stage of the dispute resolution procedure. Any representative nominated by the employee pursuant to this dispute resolution procedure will be allowed, at a place designated by Qantas, the necessary time during working hours to represent and support the employee.
- 6.3** While the parties to the dispute attempt to resolve a dispute employees must continue to work as normal in accordance with this Workplace Determination and their contracts of employment unless an employee has a reasonable concern about imminent risk to safety or health. In this case, an employee must not unreasonably fail to comply with a direction of Qantas to perform other available work, whether at the same or another workplace that was safe and appropriate for the employee to perform.
- 6.4** If a dispute is referred to FWA for resolution, FWA can take any or all of the following actions as it considers appropriate to resolve the dispute:
- convene conciliation conferences of the parties to the dispute or their representatives at which FWA is present;
 - require the parties to the dispute or their representatives to confer among themselves at conferences at which FWA is not present;
 - request, but not compel, a person to attend proceedings;
 - request, but not compel, a person to produce documents;
 - where either party to the dispute requests, make recommendations about particular aspects of a matter about which they are unable to reach agreement;
 - where the matter, or matters, in dispute cannot be resolved (including by conciliation) and one party to the dispute or both request, arbitrate or otherwise determine the matter, or matters, in dispute.
- 6.5** FWA must follow due process and allow each party to the dispute a fair and adequate opportunity to present their case.
- 6.6** Any determination by FWA under clause 6.4 must be in writing if either party to the dispute so requests, and must give reasons for the determination.
- 6.7** Any determination made by FWA under clause 6.4 must be consistent with applicable law and must not require a party to the dispute to act in contravention of an applicable industrial instrument or law.
- 6.8** Where relevant, and circumstances warrant, FWA will consider previous relevant decisions of FWA, the Australian Industrial Relations Commission and the Courts.
- 6.9** Either party may appeal a determination of FWA to a Full Bench of FWA.
- 6.10** FWA must not issue interim orders, 'status quo' orders or interim determinations.
- 6.11** The parties to the dispute are entitled to be represented including by legal representatives, in proceedings pursuant to this dispute resolution procedure.

7. WAGES AND ALLOWANCES

Wages and allowances that apply to employees from the first full pay period on or after 1 January 2011, 1 January 2012, 1 January 2013 and 1 January 2014 respectively, are set out in the Tables of Appendix B.

8. EMPLOYEE SHARES

At the absolute discretion of the Board and subject to Qantas meeting the performance criteria set by the Board from time to time for the operation of the Qantas Profit Share Scheme (QPS), shares may be issued to each eligible employee up to the value of \$1,000 per year.

9. SUPERANNUATION

9.1 Qantas will make superannuation contributions to a complying superannuation fund in respect of each employee.

9.2 The superannuation fund to which contributions will be made in respect of an employee will be the fund chosen by that employee consistent with the choice of fund regime.

9.3 In the absence of an employee selecting a superannuation fund to receive contributions in accordance with the choice of fund regime, the superannuation contributions in respect of that employee will be made to the Qantas Superannuation Plan (or any successor to that Plan) as the default fund for the purposes of the choice of fund regime.

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

10. SALARY SACRIFICE

10.1 An employee may, in accordance with applicable Qantas policy, voluntarily utilise part of his/her pre-tax salary (including "Grossed" up salary) on items including but not limited to:

- New vehicles, operating and petrol costs;
- Notebook computers, as part of a Qantas negotiated scheme; and
- Superannuation, to the extent permitted by the Trust Deed and Rules of the Qantas Superannuation Plan or any other superannuation plan.

11. JOB SECURITY

11.1 The parties to this Workplace Determination recognise that the major factor influencing job security for Qantas employees are forces external to Qantas.

11.2 The parties therefore recognise that some factors which affect Qantas' business performance are beyond the control of Qantas or are factors over which Qantas has little control. Subject to these factors, Qantas commits to retain the existing engineering and maintenance functions of employees covered by this Workplace Determination.

11.3 For its part, Qantas shall seek to remain competitive and seek to ensure that job security for employees covered by this Workplace Determination shall be maintained

for the duration of the Workplace Determination, and the employees and the ALAEA in turn commit to continue to cooperate on issues which improve Qantas' productivity, efficiency and overall profitability.

12. PRODUCTIVITY AGREEMENT

Employees covered by this Workplace Determination and their representatives, including union representatives, commit to cooperate with Qantas regarding new processes and work practices in order to improve the efficiency and productivity of the LAME workforce.

13. TYPES OF EMPLOYMENT

13.1 Employees covered by this Workplace Determination will be engaged as either:

- 13.1.1 (a)** Full time;
- 13.1.1 (b)** Permanent part time;
- 13.1.1 (c)** Fixed term; or
- 13.1.1 (d)** Casual.

13.1.2 At the time of engagement the Company must inform each employee of the terms of their engagement in accordance with clause 13.1.1.

13.1.3 Any employee not specifically employed as a part-time employee, casual or fixed term employee is deemed to be a full-time employee.

13.2 The Company will apply a cap to the combined number of part time and casual positions. The cap will be 7.5% of the existing LAME manpower within each business for existing manned ports, on a port-by-port basis (eg MEL ACS, MEL Heavy). This percentage will be rounded up to the nearest whole number (i.e. a minimum of one).

13.3 Permanent part time employees

13.3.1 Part time employment is designed to provide flexibility for both Qantas and its employees.

13.3.2 Part time employees shall be engaged for a minimum period of 15.2 hours per week with a minimum daily engagement of not less than 4 hours. The maximum rostered ordinary hours to be worked by a part time employee shall be 30.4 hours per week. A part time employee may be requested, but not required to work outside of or in excess of the employee's ordinary hours of duty.

13.3.3 Part time employees shall be employed under the same terms and conditions of employment as equivalent full time employees, which shall apply pro-rata.

13.3.4 Overtime rates of pay shall apply to all hours in excess of 7.6 hours per day or in excess of 10 shifts per fortnight. Where an extended hours shift is in operation in a workplace, overtime rates of pay will apply to all hours in excess of the ordinary working hours or rostered shift of the majority of employees engaged in that workplace.

13.3.5 Part time employees may be engaged as day workers or as shift workers on the same basis as equivalent full time employees at their work location.

- 13.3.6** Part time employees shall consist of:
- 13.3.6 (a)** Full time employees who consent to converting to part time;
 - 13.3.6 (b)** New employees engaged on a part time basis employed in addition to full time employees;
 - 13.3.6 (c)** Conversion of any full time employees to part time shall occur on a voluntary basis and an existing employee who so converts to part time employment shall retain the right to revert to a full time position as soon as a full time position exists.
 - 13.3.6 (d)** A full time employee, who with the consent of Qantas converts to part time for an agreed term shall retain the right to revert back to a full time position at the completion of that term. The term of the part time employment may be extended by mutual agreement between Qantas and the employee concerned.
- 13.3.7** Part time employment shall be offered to existing employees in the same area prior to external advertisement.
- 13.3.8** Superannuation provisions that apply for employees who voluntarily transfer from full time to part time employment shall be:
- 13.3.8 (a)** Any defined superannuation benefits for employees who transfer to part time employment continue to be calculated on full time equivalent salary, with the period of service being adjusted to reflect hours actually worked. For example, for an employee who worked 20 years full time and 10 years part time (at half normal hours), a defined benefit would be calculated as follows:

20 years at full time Final Average Salary + 10 years at part time Final Average Salary equals a total benefit of 25 years at full time Final Average Salary.
 - 13.3.8 (b)** Member contributions during part time employment are adjusted on a pro-rata basis, as are any Company funded accumulation amounts.
- 13.3.9** Permanent part time employees shall be entitled to the same access as full time employees to any training, career path structures, promotions and rights of appeal Qantas may have in place.
- 13.3.10** The implementation of this aspect of the Workplace Determination will be subject to review by employees in the affected areas, union elected representatives and other employee representatives at an employee(s) request. Qantas will prior to any engagement of permanent part time employees consult with employees and their employee representatives including union representatives on the number of permanent part time employees required.

13.3.11 Transition to Retirement

An employee may request and Qantas may agree to the employee moving to part time work from full time work as part of a transition to retirement plan. The employee shall be rostered for no less than 790 hours per annum. The pattern of part time work and hours worked will be agreed between the employee and Qantas and may differ from the provisions of clauses 13.3.2, 13.3.6(d) and 13.3.10 of this clause. Where an employee is permitted to work part time as part of a transition to retirement plan, the employee's position will not count as part of the cap in clause 13.2. The allocation of rosters between employees shall be equitably managed.

13.4 Fixed term employees

13.4.1 Qantas requires the flexibility to employ persons on a fixed-term basis to meet maintenance demands. Utilisation of fixed term employees to address such demands is intended to create additional employment opportunities and will not negatively impact on full time employment. Fixed term employees engaged beyond 36 months continuous service will be converted to ongoing permanent employment.

13.4.2 The parties agree fixed term employees may be employed to perform work in the following circumstances:

- 13.4.2 (a)** Third party maintenance contracts;
- 13.4.2 (b)** Campaign modification programs as a result of original equipment manufacturer requirements or recommendations;
- 13.4.2 (c)** Campaign modification programs mandated by regulatory authorities;
- 13.4.2 (d)** Campaign modifications mandated by Qantas to maintain Company compliance;
- 13.4.2 (e)** Qantas commercial projects;
- 13.4.2 (f)** To address absences due to long term sick leave or workers compensation.

An employee engaged under clause 13.4.2 shall be able to perform any other work as required by the Company.

13.4.3 Fixed term employees shall only be employed on a full time basis in addition to full time permanent employees and shall be employed under the same terms and conditions as equivalent full time employees.

13.4.4 The maximum period of a fixed term contract shall be 36 months in heavy maintenance, and 12 months in line and base maintenance. Where Qantas seeks to extend an employee's fixed term employment beyond the period(s) identified in this clause:

- 13.4.4 (a)** It shall consult with and seek agreement of the employees in the relevant area and where the employees request the relevant unions; and
- 13.4.4 (b)** Fixed term employees shall not be terminated and subsequently re employed as a means of avoiding the application and intent of this clause;

13.4.4 (c) Discussions regarding an extension in accordance with this - clause 13.4.4 must commence no later than 8 weeks prior to the expiration of the fixed term contract.

13.4.5 Where Qantas has determined to employ fixed term employees for any of the purposes detailed in clause 13.4.2, Qantas shall prior to engagement consult with the employees affected by Qantas' decision and their representatives including union representatives on all relevant matters. These would include whether the work can be reasonably and economically performed by the existing workforce, the number of proposed fixed term employees, their qualifications and industry experience, their location and the term of their employment.

13.4.6 Existing employees employed to carry out current third party work will not be displaced as a result of any fixed term employment contract entered into.

13.5 Casual employment

13.5.1 Casual employees shall only be employed in addition to full time employees and shall only be engaged to meet unplanned workloads or to meet work peaks.

13.5.2 A casual employee shall not be employed for less than four (4) ordinary hours on any day. Casual employees shall not be terminated and subsequently re-employed as a means of avoiding the application and intent of this clause.

13.5.3 Casual employees shall be employed under the same terms and conditions of employment as equivalent full time employees with the exception that an all purpose loading of 25% shall be paid in lieu of sick leave, annual leave, public holidays, long service leave, bereavement leave and any other paid leave.

13.5.4 The implementation of this aspect of the Workplace Determination will be subject to review by the parties at the request of either party. The Company will regularly consult with employees and if requested by employee(s) their union representatives on the number of casuals required.

13.5.5 Clause 55 - Redundancy and clause 14.1 - Notice of Termination by Qantas, do not apply to casual employees

14. CONTRACT OF EMPLOYMENT

14.1 Notice of termination by Qantas

14.1.1 In order to terminate the employment of an employee, Qantas shall give the employee the following notice:

Period of continuous service	Period of notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- 14.1.2** In addition to the notice in clause 14.1.1 employees over 45 years of age at the time of the giving of the notice with not less than 2 years continuous service shall be entitled to an additional week's notice.
- 14.1.3** Payment in lieu of the notice prescribed in clauses 14.1.1 and 14.1.2 shall be made if the appropriate notice period is not given. Provided that the employee's employment may be terminated by part of the period of notice specified, with part payment in lieu thereof.
- 14.1.4** In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he/she would have worked during the period of notice had his/her employment not been terminated shall be used.
- 14.1.5** The period of notice in this clause shall not affect the right of Qantas to dismiss any employee without notice for misconduct, and in such cases, the wages shall be paid up to the time of dismissal only.
- 14.1.6** For the purposes of this clause, continuity of service shall be calculated in the manner prescribed by clause 27.4 - Calculation of Continuous Service.

14.2 Notice of termination by employee

The notice of termination required to be given by an employee shall be the same as that required of Qantas, save and except that there shall be no additional notice based on the age of the employee concerned.

If an employee fails to give notice, Qantas shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

14.3 Time off during the period of notice

Where Qantas has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with Qantas.

14.4 Statement of employment

Qantas shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his/her employment and the classification of, or the type of work performed by the employee.

14.5 Suspension from duty

Qantas shall have the right to deduct payment for any day or part of a day to a maximum of 10 working days or shifts during which the employee is suspended from duty for misconduct.

14.6 Stand down

Qantas shall have the right to deduct payment for any day an employee cannot be usefully employed because of a strike or stoppage of work through any cause for

which Qantas cannot reasonably be held responsible. The right given in this clause is subject to the following conditions:

- 14.6.1** When Qantas proposes to exercise the right given in this clause it shall notify the employee. During the period such notification remains in force the employee shall be deemed to be stood down for the purposes of this clause.
- 14.6.2** An employee who is stood down shall be treated for all purposes (other than payment of wages) as having continuity of service and employment notwithstanding such standing down.
- 14.6.3** An employee who is stood down may at any time during the period the employee is stood down terminate his/her employment without notice and the employee shall be entitled to receive from Qantas as soon as practicable any moneys due to the employee at the time of termination. The day on which the employee exercises the right of termination without notice shall be the day on which the employment is terminated.
- 14.6.4** An employee whose employment is terminated under clause 14.6.3 shall for all purposes (other than payment in lieu of notice) be treated as if employment had been terminated by Qantas without default of the employee.
- 14.6.5** An employee who is stood down as aforesaid shall be at liberty to take other employment.
- 14.6.6** An employee stood down for a period of more than 5 working days who has exercised the right to take other employment shall be entitled to work out in such other employment notice of up to one week provided the employee notifies Qantas of the employee so doing.
- 14.6.7** An employee whom Qantas proposes to stand down may elect to take, for the period of the stand down only and for such further time as is reasonably required for the employee to return to his normal place of abode, any annual leave to which the employee is entitled or which is accruing and upon such election being exercised the employee's annual leave shall be reduced accordingly.
- 14.6.8** Notwithstanding anything contained in clause 14.6 Qantas will not deduct payment for any day prescribed by the Workplace Determination as a public holiday which occurs during the period of stand down of an employee except to the extent that such employee has become entitled to payment for the holiday in other employment. An employee claiming for a holiday shall, if required by Qantas, furnish a statutory declaration setting out details of any other employment during this period and the remuneration received therein.

14.7 Absence from duty

An employee (other than an employee who has given or received notice in accordance with clause 14.2) not attending for duty shall except as provided by this Workplace Determination lose pay for the actual time of such non-attendance.

14.8 Resignation/ termination away from home base

- 14.8.1** Except as provided hereafter an employee who resigns or whose employment is terminated away from his/her home base shall be entitled to

free air travel back to his/her home for the employee, the employee's spouse (or defacto) and dependent children under 21 years of age.

14.8.2 Provided that an employee whose employment is terminated for misconduct or who resigns to join another airline shall not be entitled to the benefits of clause 14.8.1.

15. TRANSFER: DAY WORK AND SHIFT WORK

15.1 For the purpose of meeting the needs of Qantas an employee may be required to transfer from day work to shift work to work in accordance with the shift work provisions set out in this Workplace Determination, or to transfer from shift work to day work and the employee shall transfer in accordance with such requirements.

15.2 Day workers may be employed as and become shift workers for a period of not less than two roster weeks and shall be paid accordingly.

15.3 Provided that Qantas, in the absence of mutual agreement, shall give 7 days notice of any transfer between day work and shift work.

15.4 A shift worker who is temporarily transferred from shift work to day work for a period of less than 28 days shall be deemed to be a shift worker working day shift for all purposes of this Workplace Determination.

16. WAGE RATES

16.1 Wage rates and supervisory allowances are specified in Tables 1 and 2 of Appendix B.

16.2 Entry Level

16.2.1 From the first pay period on or after 1 January 2012, the entry points to the graded structure shall be:

Entry Point	
Non-Group 20/21	Level 2
Group 20/21 Non-Company – less than 12 months experience	Level 3
Group 20/21 Non-Company – 12 months or more experience	Level 4
1st Company Aircraft Rating	Level 5

16.2.2 LAMEs recruited externally by Qantas shall translate to a level in the wage structure commensurate with their licence qualifications.

16.3 Allowances - aircraft

16.3.1 Customer Airline Payments: shall be paid separately and in addition to the wage rates provided for in clause 16.1, in accordance with the Customer Airline Agreement - Non Qantas Types contained in Appendix F and the Air Pacific B737 Agreement Customer Aircraft payments shall continue to be increased in accordance with any increases to the base wage rates. These payments will not be used for salary capping purposes.

16.3.2 Jetstar allowance:

16.3.2(a) An allowance will be payable to LAMEs engaged by Qantas who perform Line Maintenance work on Jetstar A320 aircraft for which they hold a current license.

16.3.2(b) The allowance will be as set out in Table 4 of Appendix B and will apply for all purposes. Part- time employees will be paid the allowance on a pro rata basis.

16.3.2(c) An employee who is otherwise entitled to a Customer Airline Payment for the same aircraft type will not be entitled to receive an additional payment relating to the Jetstar A320 aircraft.

16.3.2(d) This allowance will be in complete substitution for any other payments an employee may be entitled to under the Customer Airlines provisions of Appendix F or this Workplace Determination for A320 work.

16.3.2(e) Qantas undertakes, at the start of any Jetstar A320 Line maintenance contract and during its term, to correspond with the union in respect to the number of people who will receive this allowance, and the time period over which it is anticipated that this will occur. It is envisaged that this will typically occur on a 6 monthly basis (in accordance with the Jetstar contract), or where there are subsequent changes to the contract or the number of services.

16.4 Movement through the graded wage structure shall be by points system determined by training and/or experience as a Qantas LAME as follows:

16.4.1 Four (4) points shall be required for a movement from one level to the next higher level.

16.4.2 Except as provided in the Tables of Appendix J, points accrue from 16 August 1997 as follows:

One year Qantas LAME experience	1 point
Full Qantas Aircraft Type license (Mechanical or Avionics)	4 points
Single Category Qantas Aircraft Type license (Engine, Airframe, Electrical or Instrument)	2 points
All applicable Qantas Radio Category and Groups	10 points

16.4.3 Qantas Type refers to aircraft as set out in the Tables of Appendix J.

16.4.4 Clause 16.4.3 does not operate to remove past points recognition of licenses under the graded wage structure (LAME Pay Agreement 1997) for aircraft types that were previously recognised by Qantas.

16.5 Where Qantas introduces a new aircraft type into Qantas and an employee(s) disagrees as to the points value of the training package(s) that may apply in respect of

this aircraft type the matter will be processed in accordance with clause 6 – Dispute Settling Procedure prior to the introduction of the training package.

16.6 Additional training points

16.6.1 In recognition of the impact of new technology on the skill base and further education requirements for employees in employment as LAMEs on 9 January 2002, these employees were previously credited with additional training points as follows:

- 1 July 2001: 2 points
- 1 July 2002: 1 point

16.6.2 Where an employee commenced between 1 July 2001 and 9 January 2002 these 2 points were credited as of their date of commencement in lieu of 1 July 2001.

16.6.3 The 2 points credited with effect from 1 July 2001 were in addition to pre-existing entitlements to service and training points under clause 16.4.2 of this Workplace Determination.

16.6.4 In recognition of the introduction of CASR PART 66 and its impact on employees' work and the significant technological and compliance changes, employees employed under this Workplace Determination:

16.6.4.1. will be granted four additional points with effect from the first full pay period on or after 1 January 2012 as follows:

16.6.4.1(a) These 4 points will be utilised for a level movement irrespective of current quota restrictions or other level entry requirements;

16.6.4.1(b) After these 4 points are utilised the employee will retain the same points they possessed immediately prior to the first pay period on or after 1 January 2012;

16.6.4.1(c) To facilitate 16.6.4.1(a) a new quota Level 16 will be created with effect from the first full pay period on or after 1 January 2012.

16.6.4.2. will be granted four additional points with effect from the first full pay period on or after 1 January 2014 as follows:

16.6.4.2(a) These 4 points will be utilised for a level movement irrespective of current quota restrictions or other level entry requirements;

16.6.4.2(b) After these 4 points are utilised the employee will retain the same points they possessed immediately prior to the first full pay period on or after 1 January 2014;

16.6.4.2(c) To facilitate 16.6.4.2(a) a new quota Level 17 will be created with effect from the first full pay period on or after 1 January 2014.

16.7 Quotas

16.7.1 In order to achieve equitable progression through:

- (a) Levels 11 – 16 (from the first full pay period on or after 1 January 2012); and
- (b) Levels 12 – 17 (from the first full pay period on or after 1 January 2014);

each of these levels may, subject to clause 16.7.2 below, contain a minimum of 5% of the total LAME workforce at any time.

16.7.2 This quota for each of levels:

- 11 -16 (from the first full pay period on or after 1 January 2012); and
- 12 -17 (from the first full pay period on or after 1 January 2014);

shall comprise the following categories:

16.7.2(a) Minimum of 5% of the total Mechanical LAME workforce

16.7.2(b) Minimum of 5% of the total Avionics LAME workforce

16.7.3 All existing LAMEs as at 16 August 1997 who translated into the graded wages structure into either the then Levels 8, 9, 10 or 11 (previous 10(a)) shall be exempt from the quotas for any of those levels. The movement identified in clause 16.6.4 above will not affect this exemption. These LAMEs shall also be exempt from any quotas applying to:

- Levels 11, 12 or 13 (from the first full pay period on or after 1 January 2012) should they progress to these levels (11, 12 and 13) by training;
- Levels 12, 13 or 14 (from the first full pay period on or after 1 January 2014) should they progress to these levels (12, 13 and 14) by training.

16.7.4 All existing LAMEs as at 16 August 1997 who following the completion of their training, or training commitments which were made before 16 August 1997 and who progress to:

- Levels 11, 12 or 13 (from the first full pay period on or after 1 January 2012) shall be exempt from the quota for the level into which they progress;
- Levels 12, 13 or 14 (from the first full pay period on or after 1 January 2014) shall be exempt from the quota for the level into which they progress.

16.7.5 The quota shall be jointly reviewed every two years from the date of operation of this Workplace Determination. Qantas shall ensure that all the necessary information, resources and manpower are made available for this review to be adequately and thoroughly performed.

16.8 In the case where more LAMEs have the required points to move to:

- Levels 11 -16 (from the first full pay period on or after 1 January 2012);
- Levels 12 – 17 (from the first full pay period on or after 1 January 2014),

than positions in those levels exist, movement shall be determined by the amount of points accrued and, in the case of equal points, shall be determined by the length of Company service.

16.8.1 A LAME on Level 10 prior to 1 January 2008 with a preserved amount above the Level 10 wage rate (who moved to level 11 as a result of clause 16.6.4 under EBA 8) shall retain that preserved amount over and above the:

- Level 12 wage rate (from the first full pay period on or after 1 January 2012); and
- Level 13 wage rate (from the first full pay period on or after 1 January 2014);

and will retain that preserved amount if that LAME subsequently progresses to Level 14.

16.9 A LAME who holds a Production Examiner's Approval shall be paid an allowance per week as set out in Table 4 of Appendix B.

16.10 Duty Maintenance Managers

A LAME appointed as a Duty Maintenance Manager, Duty Technical Manager, Senior (Licensed) Technical Specialist or Check Coordinator will be paid no less than:

- Level 11 (from the first full pay period on or after 1 January 2012);
- Level 12 (from the first full pay period on or after 1 January 2014).

as contained in Table 1 of Appendix B.

16.11.1 An additional full mechanical or avionics rating on a Qantas type will be the prerequisite to move from:

- Level 13 to Level 14 (from the first full pay period on or after 1 January 2012 until the first full pay period on or after 1 January 2014) (additional includes a full mechanical or avionics rating on a Qantas type held by a level 13 employee for which they have not already received credit for level movement);
- Level 14 to Level 15 (from the first full pay period on or after 1 January 2014) (additional includes a full mechanical or avionics rating on a Qantas type held by a level 14 employee for which they have not already received credit for level movement).

16.11.2 Movement in accordance with clause 16.11.1 will absorb any pre-existing over grade payment, provided that an employee will not reduce salary on moving from one level to the next highest level.

16.11.3 At any one time a minimum of 5% of mechanical and a minimum of 5% of avionics employees covered by this Workplace Determination may be classified at:

- Level 14 (from the first full pay period on or after 1 January 2012 until the first full pay period on or after 1 January 2014);
- Level 15 (from the first full pay period on or after 1 January 2014).

16.11.4 For the avoidance of doubt, the requirement for an additional full mechanical or avionics rating on a Qantas type to be a prerequisite to move to certain levels will not apply to the following quota levels as indicated:

- Level 13 (from the first pay period on or after 1 January 2012); and
- Level 14 (from the first pay period on or after 1 January 2014).

16.12 Levels 14, 15, 16 and 17

16.12.1 An additional full mechanical or avionics rating on a Qantas type will be a prerequisite to move into:

- level 14 (from the first full pay period on or after 1 January 2012 until the first full pay period on or after 1 January 2014);
- levels 15, 16 and 17.

16.12.2 Movement in accordance with clause 16.12.1 will absorb any pre-existing over grade payment provided that an employee will not reduce in salary on moving from the existing level to the next highest level.

16.12.3 Level 16 will be introduced from the first full pay period on or after 1 January 2012. Level 17 will be introduced from the first pay period on or after 1 January 2014. .

16.13 Any licensed aircraft maintenance engineer (LAME) who translated on 16 August 1997 to a quartile between two levels in the new wage structure was entitled to utilise his/her years of service points to move to the next higher level during the four-year period commencing from 16 August 1997. The provisions of sub-clause 7(b) of the LAME Pay Agreement 1997 were extended to include years of service points gained within the first four years of operation of the LAME Pay Agreement (in addition to training points).

16.14 All Senior LAME positions at the Sydney International Terminal, Sydney Base Maintenance, Sydney Domestic Terminal and Melbourne Domestic Terminal shall be classified as Senior LAME 2. Appendix K of this Workplace Determination sets out the Senior LAME Duties and Responsibilities.

17. HIGHER DUTIES ALLOWANCE

Where an employee is required to act in a higher position, the employee shall be paid the supervisory Allowance appropriate to that position for the whole of the day or shift as set out in Table 2 of Appendix B.

18. TRANSPORT ALLOWANCE

- 18.1** Employees shall receive a transport allowance at the rate as set out in Table 4 of Appendix B per shift when employed as shift workers at airports on an ordinary shift worked which commences or finishes after 1900 hours and before 0700 hours.
- 18.2** The transport allowance shall also apply to all employees at airports who by working overtime immediately before or after an ordinary rostered shift or ordinary hours as the case may be, actually commence or finish work after 1900 hours and before 0700 hours.
- 18.3** Payment for the allowance will not be made to employees supplied with transport or who are paid transport reimbursement.

19. TROPICAL ZONE ALLOWANCE

- 19.1** Zone allowances shall be paid at the rate defined in Qantas Policy and Procedure Manuals.

20. DISABILITY PAYMENTS

- 20.1** Employees shall in addition to the rate elsewhere prescribed by this Workplace Determination be paid the following special allowances but such special allowances shall not be subject to penalty rates for overtime, Sunday or public holiday pay or shift work.
- 20.2** Special Allowances
 - 20.2.1 Cold Places:** Working for more than 1 hour in places where the temperature is reduced by artificial means below 0 degrees Celsius an amount per hour extra as set out in Table 4 of Appendix B. Where the work continues for more than 2 hours, employees shall be entitled to a rest period of 20 minutes for every 2 hours without loss of pay.
 - 20.2.2 Hot Places:** Working for more than 1 hour in the shade in places where the temperature is raised by artificial means to between 46 and 54 degrees Celsius an amount per hour extra as set out in Table 4 of Appendix B. Where work continues for more than 2 hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to 20 minutes rest after every 2 hours work without deduction of pay. The temperature shall be decided by the Supervisor of the work after consultation with the employees who claim the extra rate.
 - 20.2.3 Confined Spaces:** All employees working in a confined space which means a small compartment or place to which access is through a manhole or similar opening or where work is done in a place the dimensions of which necessitates any employee working in a stooping or otherwise cramped or uncomfortable position shall be paid an allowance as set out in Table 4 of Appendix B per hour whilst so engaged.

- 20.2.4 Dirty Work:** Employees who are required to work in oil or acid tanks or on any work which the Supervisor agrees is of unusually dirty or offensive nature shall be paid an amount per hour extra as set out in Table 4 of Appendix B.
- 20.2.5 Fuel Tanks:** Employees who are required to perform work inside fuel tanks of aircraft in which circumstances where the regulations prescribe that a mask shall be used the employees shall be paid an amount per hour extra as set out in Table 4 of Appendix B.
- 20.2.6 Height Money:** Employees working at a height in each case of fifteen metres or more directly above the nearest horizontal plane an amount per hour extra as set out in Table 4 of Appendix B.
- 20.2.7 Night Soil:** Where an employee is called upon to handle and/or dispose of night soil the employee shall be paid an amount extra per day or portion of a day as set out in Table 4 of Appendix B upon which the employee is so employed.
- 20.2.8 Wet Places:** An employee working in any place where his/her clothing or boots become saturated, whether by water, oil or otherwise, shall be paid an amount per hour extra as set out in Table 4 of Appendix B; provided that this extra amount shall not be payable to an employee who is provided by Qantas with suitable protective clothing and/or footwear; and provided further that any employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as the employee is required to work in wet clothing or boots.
- 20.2.9** The special rates provided in clause 20.2 shall in respect of cold places, confined spaces, dirty work, height money, hot places or wet places be cumulative if any two or more of them occur at the same time, but otherwise the rates in clauses 20.2.1 to 20.2.8 shall not be cumulative and Qantas shall be bound only to pay the highest rate for the disabilities prevailing.

20.3 First Aid: An employee who is required to hold an appropriate first aid qualification as determined by Qantas, shall be paid an allowance per week as set out in Table 4 of Appendix B.

20.4 Insul Wool: Employees handling loose slag wool, loose insul wool or other loose silicate material of a like nature, when so employed on maintenance of aircraft shall be paid an amount per hour extra as set out in Table 4 of Appendix B. Loose material shall not include those which are in a woven or felted or similarly treated form.

21. PAYMENT OF SALARY: TIME AND SALARY RECORDS

21.1 Salaries will be paid fortnightly direct to bank account (e.g. trading, savings or nominated building society or company credit union). Such payments will include wages, recreation leave, meal moneys and allowances. Wages will be deposited into the designated account on the appropriate pay day unless unusual circumstances exist i.e. public or bank holiday.

21.2 If the pay day is proposed to be varied permanently employee(s) affected and their representatives, including union representatives, will be given at least seven days notice.

- 21.3** Qantas is not required to make overtime, shift work and other extraneous payments until the pay period following that in which the payments were earned.
- 21.4** Where the services of an employee are terminated any monies owing shall be paid to the employee where practicable the day following termination or no later than 3 working days following the terminated employee completing the clearance procedures.
- 21.5** Each employee will be provided with a statement detailing earnings, deductions and amounts deposited to the employee's account each pay.
- 21.6** Qantas shall keep time and salary records showing the name of each employee, the hours worked each day, and the salary and allowances paid each week. The time occupied by an employee in completing time cards etc., shall be treated as time worked except time spent checking in and out at the beginning and end of duty.
- 21.7** Notwithstanding anything elsewhere contained in this Workplace Determination, Qantas may select and utilise for time keeping purposes, any fractional or decimal proportion of an hour (not exceeding six minutes or 0.1 of an hour) and may apply such proportion in the calculation of the working time of employees, who without reasonable cause, promptly communicated to Qantas report for duty after their appointed starting time or cease duty before their appointed finishing time. Where Qantas adopts a proportion for this purpose Qantas shall supply the same proportion for the calculation of overtime.

22. HOURS OF DUTY - DAY SHIFT

- 22.1** Unless otherwise agreed the ordinary hours of work shall be an average of 38 hours per week to be worked on the basis of 152 hours within a work cycle not exceeding 28 consecutive days.
- 22.1.1** The ordinary hours of work prescribed herein shall not exceed 40 per week worked on 5 days of 8 hours each, continuously between 6am and 6pm on Monday to Friday inclusive. Provided that the spread of hours or daily hours herein prescribed may be altered by mutual agreement between the Company and its employees.
- 22.1.1(a)** Provided that employees employed by Qantas before 1 July 1996, when the spread of hours was 0700-1800, will be guaranteed no financial disadvantage by an agreed equivalent upward all purpose adjustment to offset any loss of penalty payments resulting from the spread of hours in clause 22.1.1.
- 22.1.1(b)** The provisions of clause 22.1.1(a) shall not apply in the following circumstances;
- 22.1.2(b)(i)** Where an employee and Qantas mutually agree to a variation in the spread of hours.
- 22.1.2(b)(ii)** Where in a cost centre or defined work area a majority of employees affected and Qantas agree to a variation to the spread of hours. In reaching agreement pursuant to this

clause the employee(s) may be represented by a representative including a union representative.

22.1.2 During each such day an employee shall be entitled to the following meal and tea break to be taken at times fixed by Qantas.

22.1.2(a) An unpaid meal break of not less than 30 minutes and not more than 1 hour to be commenced after not more than 6 hours work, such time being calculated from the normal time of commencement of duty provided however that where an employee works more than 6 hours without a meal break the employee shall be paid at overtime rates until the employee commences a meal break.

22.1.2(b) One paid tea break of not more than 15 minutes duration which shall be taken either in the first or second half of the period of ordinary hours of duty provided however that the paid tea break shall be taken in the area in which the employee is working at the time the break falls due.

22.2 In lieu of clause 22.1 hereof the following alternative provisions may apply.

22.2.1 Standard hours of work will be an average of 38 to be worked over 304 hours per 8 week cycle.

22.2.1(a) Daily ordinary hours shall not exceed 12 per day and can be worked in any combination by agreement between Qantas and a majority of affected employees in the workplace or part of the workplace concerned. Employees working or who might reasonably be expected to work in the relevant area at the time of the ballot will be entitled to participate. If requested by an employee(s) the employee may be represented, including by an accredited representative of the Association in discussion with Qantas. In the absence of agreement clause 22.1 will apply.

22.2.1(a)(i) If at any stage a further ballot of employees demonstrates that a majority of affected employees in the workplace continue to agree with the extended hours roster, it will continue. In the absence of agreement, reasonable notice of termination of the extended hours agreement will be given and clause 22.1 will apply. Provided that such further ballots do not prevent Qantas at any time applying clause 22.1, subject to reasonable notice in lieu of clause 15.3.

22.2.2 To facilitate clause 22.2.1, ordinary shift and related shift penalty payments will be averaged over the shift cycle for pay purposes.

22.2.3 The average shift penalty will not be paid for sick leave, workers compensation, long service leave and overtime or for any other purpose other than the calculation of ordinary time earnings.

22.2.4 Where a LAME is absent due to sick leave as prescribed by clause 28 - Sick leave, of this Workplace Determination the average fortnightly payment will be reduced proportionate with the shift penalty appropriate to that shift or shifts.

22.3 Rostered days off

22.3.1 Where a system of hours worked in accordance with clause 22 permits the accrual of Rostered Days Off (RDO) the following will apply. Employees shall accrue RDO (20th days) credits, to accrue a maximum of 12 RDOs (20th days) per annum, at 7.6 hours per day subject to the operation of clause 23.1.2.

22.3.2 Subject to clause 43 – Banking Flexibility Clause – Heavy Maintenance, employees shall be advised of the 20th day off prior to the commencement of each four weekly period (or earlier), provided however that by agreement between the supervisor and the employee another day may be substituted.

22.3.3 Subject to clause 43 – Banking Flexibility Clause – Heavy Maintenance, where an employee is notified no later than the commencement of the shift or period of duty immediately prior to the day, such 20th day off may be transferred by mutual agreement to another day which is to be taken not later than the end of the next four weekly period.

22.3.4 Where notice is not given and the employee is required to work on such day then the employee shall be paid at ordinary time and a quarter (that is, two hours additional pay) and a day off in lieu will be taken by mutual agreement within the ensuing four week cycle.

23. ABSENCES FROM DUTY

23.1 Accrual of RDO (20th day credits)

23.1.1 With the exception of long service leave where long service leave is taken in excess of one month, and of annual leave employees will continue to accrue the 24 minutes per day or shift when absent from duty on public holidays or authorised paid leave, i.e. sick leave, bereavement leave, workers' compensation, jury service, parental leave etc., provided however that absences on workers' compensation which extend in excess of 20 consecutive working days shall not accrue the 24 minutes credit.

23.1.2 The 24 minutes does not accrue during any unpaid or unauthorised absence, of a full day or more, i.e. sick leave without pay, leave of absence without pay, strikes etc.

23.1.3 An employee absent for any reason (excepting annual leave and long service leave) and where such absence occurs on the employee's rostered 20th day off, the 20th day shall be considered to have been taken on the day of absence and the employee shall not lose as a result thereof any other entitlement due under this Workplace Determination e.g. sick leave.

23.2 Annual leave

23.2.1 If annual leave is split during the year the employee must ensure that one period of that leave includes a 20th day. That 20th day will then be counted as annual leave and not as a 20th day. This would occur once only during the 52 weeks cycle.

23.2.2 Should an employee split leave and not include a 20th day during one of the periods of annual leave, that employee would have thirteen 20th days available during the year. To adjust this a recovery of one day's salary will be made at the end of each 52 week cycle where the full annual leave entitlement has been used, or on a pro-rated basis where less than the full annual leave entitlement has been utilised.

23.2.3. If an employee takes no annual leave during any particular 52 week cycle the employee is entitled to 13 RDO days in that year but the subsequent years entitlement is reduced by one.

23.2.4 Annual leave of two weeks or more will be paid in advance if the employee advises Qantas ten working days prior to the commencement of such annual leave.

23.3 Sick leave

23.3.1 Absences, due to illness or accident not being an absence where an employee is entitled to worker's compensation shall, where sick leave is claimed, be substantiated in accordance with clause 28.4.

23.3.2 Where an employee is absent from duty on the working day before or after a rostered 20th day off, the employee must substantiate the absence/s by providing a certificate from a registered health practitioner. Failure to do so will result in non-payment of sick leave for the day/s absent. Provided however that the employee retains entitlement to the appropriate payment for the 20th rostered day off.

24. SHIFT WORK

24.1 For the purpose of this clause the following definitions shall apply:

24.1.1 "Early morning shift A" means a shift which commences between midnight and 0600.

24.1.2 "Early morning shift B" means a shift which commences after 0400 and before 0600.

24.1.3 "Day shift" means a shift which commences at 0600 or later, but finishes at or before 1800.

24.1.4 "Afternoon shift" means a shift finishing after 1800 but no later than 0000.

24.1.5 "Night shift" means a shift which finishes after 0000 and at or before 0800.

24.1.6 "Rostered shift" means a shift of which the employee concerned has had at least 48 hours' notice.

24.1.7 Provided that employees employed by Qantas before 1 July 1996, when the spread of hours was 0700-1800, will be guaranteed no financial disadvantage by an agreed equivalent upward all purpose adjustment to offset any loss of penalty payments resulting from the shift definitions in clauses 24.1.1 - 24.1.6

24.1.7(a) The provisions of clause 24.1.7 shall not apply in the following circumstances;

24.1.7(a)(i) Where an employee and Qantas mutually agree to a variation in the spread of hours.

24.1.7(a)(ii) Where in a cost centre or defined work area a majority of employees affected and Qantas agree to a variation to the spread of hours. In reaching agreement pursuant to this clause the employee(s) may be represented by a representative including a union representative.

24.2 The ordinary hours of shift work shall not exceed:

- Eight hours in any shift
- 80 hours in two roster weeks
- Average of 152 hours in any 4 week cycle.

24.3 A meal break of not less than 20 minutes duration shall be allowed and shall be counted as time worked. One paid tea break of not more than 15 minutes duration in addition, shall be taken in either the first or second half of the period of ordinary hours of duty, provided however that the paid tea break shall be taken in the area in which the employee is working at the time the break falls due.

The meal break shall be taken not later than 6 hours after commencing an ordinary shift; provided however, that where an employee works more than 6 hours without a meal break, they shall be paid at overtime rates until they commence a meal break.

24.4 Shift work generally

24.4.1 This clause shall apply to all shift workers who shall be paid as follows:

All shifts worked on Saturday	Time and a half
All shifts worked on Sunday	Double Time
All shifts worked on public holidays as defined in this Workplace Determination (with exception of Christmas Day 25 December and Good Friday)	Double Time
All shifts worked on Christmas Day and Good Friday	Double Time and a Half
Early morning shifts 'A'	22-1/2% more than the ordinary rates for such shifts.
Early morning shifts 'B'	15% more than the ordinary rates for such shifts. Provided that at Mascot for an early morning shift

	that commences before 0600 such allowance shall be 17-1/2% (International only)
Afternoon shift	15% more than the ordinary rates for such shifts
Night shift	22-1/2% more than the ordinary rates for such shifts.
Afternoon and night shifts on weekends and public holidays extra	As per Table 4 of Appendix B (SSP)

- 24.4.2** All time worked in excess of or outside the ordinary working hours prescribed by this clause or on a shift other than a rostered shift shall be paid at the rate of double time except when the time is worked by arrangement between the employees themselves in mutually agreed changes.
- 24.4.3** Except at the change-over of shifts an employee shall not be required to work more than one shift in any day.
- 24.4.4** An employee shall be granted at least 10 hours free of duty between periods of duty or paid at overtime rates until such time off is granted.
- 24.4.5** Shift work rosters shall specify the commencing and finishing times or ordinary working hours of the respective shifts and shall be posted to give at least 7 days notice of any change; provided however, that the shift work roster may be varied by agreement between Qantas and the employees concerned, and if requested by an employee(s) a representative, including an accredited representative of the Association for the area concerned, without 7 days notice or in the absence of agreement by 7 days notice of alteration given by Qantas to the employee.
- 24.4.6** Where any employee working as a shift worker is required to change roster the employee shall be given at least 2 days notice of the change or in the absence of such notice the employee will be paid for those shifts worked during the period at the rate of double time.
- 24.5** An employee who is required to transfer to another maintenance base with less than two days' notice, for a period in excess of 2 days, shall be deemed to have changed roster and shall be entitled to the payments prescribed under clause 24.4.6.
- 24.6** Shift workers who work on any afternoon or night shift roster system which does not continue for at least 5 consecutive afternoons or nights shall be paid at the rate of time and a half.
- 24.7** A Shift Worker who:
- 24.7.1** During a period of engagement on shift work, works night shift only; or
- 24.7.2** Remains on night shift for a longer period than 4 consecutive weeks; or
- 24.7.3** Works on a night shift which does not rotate or alternate with another shift or with day work so as to give him/her at least one third of his/her working time off night shift in each roster cycle,

shall be paid at the rate of single time plus 30% for all time worked during ordinary working hours on such night shifts (Monday to Friday).

24.8 In order to meet the needs of Qantas an employee may be required to work as a day worker or as a 1 (day), 2 (day/afternoon) or 3 (day/afternoon/night) shift worker at the rates applicable thereto, and may be required to transfer from one of those systems of work to another, provided however that at least one week's notice shall be given of such things.

24.9 In lieu of clauses 24.1, 24.2 and 24.3 the following alternative provisions may apply:

24.9.1 Standard hours of work will be an average of 38 to be worked over 304 hours per 8 week cycle.

24.9.2 Daily ordinary hours shall not exceed 12 per day and can be worked in any combination by agreement between Qantas and a majority of affected employees in the workplace or part of the workplace concerned. Employees working or who might reasonably be expected to work in the relevant area at the time of the ballot will be entitled to participate. If requested by an employee(s) the employee may be represented, including by an accredited representative of the Association in discussion with Qantas. In the absence of agreement clause 24.1, 24.2, 24.3 and 24.4 will apply.

24.9.2(a)(i) If at any stage a further ballot of employees demonstrates that a majority of affected employees in the workplace continue to agree with the extended hours roster, it will continue. In the absence of agreement, reasonable notice of termination of the extended hours agreement will be given and clause 24.1, 24.2, 24.3 and 24.4 will apply. Provided that such further ballots do not prevent Qantas at any time applying clause 24.1, 24.2, 24.3 and 24.4, subject to reasonable notice in lieu of clause 24.4.5.

24.9.3 To facilitate this clause, ordinary shift and related shift penalty payments will be averaged over the shift cycle for pay purposes.

24.9.4 The average shift penalty will not be paid for sick leave, workers compensation, long service leave and overtime or for any other purpose than the calculation of ordinary time earnings.

24.9.5 Where a LAME is absent due to sick leave as prescribed by clause 28 - Sick leave, of this Workplace Determination, the average fortnightly payment will be reduced proportionate with the shift penalty appropriate to that shift or shifts.

25. OVERTIME

25.1 Requirement to work reasonable overtime

25.1.1 Subject to clause 25.1.2 Qantas may require an employee to work reasonable overtime at overtime rates.

25.1.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

25.1.2(a) any risk to employee health and safety;

25.1.2(b) the employee's personal circumstances including any family responsibilities;

25.1.2(c) the needs of the workplace or enterprise;

25.1.2(d) the notice (if any) given by Qantas of the overtime and by the employee of his/her intention to refuse it; and

25.1.2(e) any other relevant matter.

25.2 Penalty rates

25.2.1 Day Workers - for all time worked outside ordinary hours, the overtime rate shall be time and a half for the first 2 hours and double time thereafter.

25.2.2 Shift workers - for all time worked outside ordinary hours the overtime rate shall be double time.

25.3 Rest period after overtime

25.3.1 When overtime is necessary it shall wherever reasonably practicable be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

25.3.2 An employee who works so much overtime between the termination of the employee's ordinary work on one day and commencement of the employee's ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

25.3.3 If on the instructions of Qantas such an employee resumes or continues work without having had such 10 consecutive hours off duty the employee shall be paid at double time rates until the employee is released from duty for such period and the employee then shall be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

25.4 Computation of overtime

Except as otherwise provided in clauses 25.2 and 25.3, in computing overtime each day's work shall stand alone.

25.5 Recall to duty

Where an employee is recalled to work overtime the employee shall be paid a minimum of four hours which shall be inclusive of time spent travelling. Provided,

however, that where Qantas supplies transport the employee shall receive a minimum 3 1/2 hours payment.

25.6 Standby

Subject to any custom now prevailing under which an employee is required regularly to hold his/herself in readiness for a call back, an employee required to hold his/herself in readiness to work after ordinary hours shall until released be paid standby time at ordinary rates from the time from which the employee is told to hold his/herself in readiness.

25.7 Meal breaks and meal money

25.7.1 For work done during meal breaks and thereafter, until a meal break is allowed, the appropriate overtime rate shall be paid.

25.7.2 Where an employee is required for overtime duty in excess of one hour before the normal starting time or in excess of one hour after the usual finishing time, the employee shall be granted a meal break of 20 minutes to be paid at the appropriate overtime rate of pay. The meal break may be deferred to a later time up to 5 hours.

25.7.3 Where an employee is required to work a further 4 hours overtime or subsequent 4 hour period, the employee shall be granted a further meal break of 30 minutes at the completion of each such 4 hours of overtime worked, to be paid at the appropriate overtime rate of pay.

25.7.4 In addition to clauses 25.7.2 and 25.7.3 above, the employee shall be paid a meal allowance as set out in Table 4 of Appendix B or provided with a suitable meal for each and every meal break.

25.7.5 Provided that if an employee who has already agreed to continue at work on overtime after the end of an ordinary shift is advised before such overtime commences that the overtime has been cancelled by Qantas, the employee will be entitled to be supplied with a meal after the employee has finished normal work. Payment will not be made in respect of time involved in eating such meal.

25.7.6 An employee working on a call-in or on a rostered day off, provided 4 hours actual work is performed, shall be provided with a meal or meals or paid as prescribed in clause 25.7.4 above.

25.7.7 Except as otherwise provided in clause 25.4, the calculation of overtime hours shall be exclusive of paid meal breaks prescribed in this clause.

25.8 Transport

When an employee works overtime on a shift for which the employee has not been regularly rostered finishes work at a time when reasonable means of transport is not available, Qantas shall provide the employee with a conveyance or pay the employee's current wage for the time occupied in reaching the employee's home and in such cases transport allowance prescribed under clause 18 - Transport allowance, shall not be paid.

25.9 Time off in lieu of payment for overtime

25.9.1 An employee may elect, with the consent of Qantas, to take time off in lieu of payment for overtime at a time or times agreed with Qantas.

25.9.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

25.9.3 Qantas shall, if requested by an employee, provide payment at the rate provided for the payment of overtime in the Workplace Determination, for any overtime elected to be taken as time off under clause 25.9.1 where such time has not been taken within four weeks of accrual.

25.10 Make-up time

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

26. PUBLIC HOLIDAYS

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

26.1.1(a) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Labour Day, Anzac Day, Christmas Day, and Boxing Day (except in South Australia, where employees are entitled to Commemoration Day); and

26.1.1(b) and any other day, being the following:

- Victoria - Cup Day;
- New South Wales - August Bank Holiday;
- Hobart - third Monday in May;
- Southern Tasmania – Recreation Day
- Northern Tasmania – Exhibition Day
- Northern Territory – Picnic Day
- Western Australia - Foundation Day
- South Australia – third Monday in May (Adelaide Cup Day);
- The appropriate Show Day in other areas or such other days as are generally observed in the locality as a substitute for the above days.

26.1.1(c) Any additional day prescribed as a public holiday in a State, Territory or locality.

26.1.2 Certain public holidays and weekends

26.1.2 (a) When Christmas day falls on a weekend employees will be entitled to a holiday in lieu on 27 December. In relation to full time workers whose ordinary hours are regularly rostered

to be worked on a Saturday or Sunday, when substitution occurs because Christmas Day falls on a weekend, ordinary hours worked on 25 December will attract an additional loading to the Sunday/Saturday rate of one half of the employees ordinary day's wages, and the employee will also be entitled to the benefit of the substituted public holiday.

26.1.2 (b) When Boxing Day is on a weekend, employees are entitled to a holiday in lieu on 28 December.

26.1.2 (c) When New Year's Day or Australia Day is on a weekend, employees are entitled to a holiday in lieu on the next Monday after that weekend.

26.2 Substituted holidays

26.2.1 The Company may agree to substitute another day for any public holiday prescribed in this clause if a majority of the affected employees or their accredited representatives agree, including a union representative.

26.2.2 If agreement is made between Qantas and a majority of its affected employees to substitute a day prescribed in this clause:

26.2.2(a) the agreement must be in writing and available to every affected employee and their accredited representatives, including a union representative.

26.3 Rostered day off falling on a public holiday – Day Worker

If a dayworker's rostered day off (twentieth day) falls on a public holiday, the day worker is entitled to a day off in lieu, to be paid at ordinary time. The 20th day off shall be granted on any day other than a public holiday, except where agreed.

26.4 Shiftworkers' rostered days off falling on a public holiday

26.4.1 If a shift worker is rostered off on a public holiday, the shift worker is entitled to a day off in lieu, to be paid at ordinary time.

26.4.2 The shift worker must apply to the Company for the day off in lieu. The day off must be on a day agreed between the Company and the shift worker. The day or days off may accumulate up to the time the employee takes annual leave. When the employee takes annual leave, the day or days may be added to the period of annual leave, or may be paid for at single time rate of pay. If the Company and employee agree, the employee may add some of the accumulated days to the period of annual leave and have the rest paid out.

26.4.3 Untaken days in lieu will be paid out at the current average weekly rate of pay at single time at the taking of the next period of annual leave.

26.4.4 If a shift worker requests and is allowed a rostered day off on a public holiday, the shift worker will not accrue an entitlement to a day in lieu for that public holiday.

26.4.5 The 20th day off shall be granted on any day other than a public holiday, except where agreed.

26.5 Payment for working on public holidays

26.5.1 Employees other than shift workers who work on public holidays must be paid at the rate of double time and a half for all time worked on public holidays.

26.5.2 Employees required to work on public holidays must be paid for a minimum of four hours. If more than four hours are worked the employee must be paid for the period actually worked.

26.5.3 Shift workers who work on a public holiday will be paid at the rate of double time, except when they work on Good Friday or the Christmas Day holiday, where they will be paid at the rate of double time and a half.

26.5.4 By mutual consent the Company may allow an employee (other than a shift worker who regularly works Sundays and public holidays) time off in lieu, if practicable, instead of paying penalty rates for public holidays. If time off in lieu is not practicable, the hours must be added to the employee's annual leave.

26.5.5 An employee who works on a public holiday and, except for meal breaks, continues such work must, on being relieved from duty be released until he/she has had ten consecutive hours off duty. The employee should be paid for ordinary working time occurring during the absence.

27. ANNUAL LEAVE

27.1 Period of leave

A period of 152 hours leave shall be allowed annually to an employee after 12 months continuous service (less the period of annual leave) as an employee covered by this Workplace Determination. An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employees' ordinary hours of work, and accumulates from year to year.

27.2 Seven day shift workers

27.2.1 In addition to the leave prescribed in clause 27.1, Seven day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed 38 hours leave per annum. This additional annual leave will accrue progressively during a year of service according to the employees' ordinary hours of work, and accumulates from year to year.

27.2.2 Where an employee works for part of the twelve months period as a seven day shift worker, he/she shall be granted leave calculated by taking the same proportion of 190 hours as the proportion which the time worked as a seven-day shift worker bears to a year.

27.3 Public holidays

27.3.1 If a public holiday as provided in clause 26 - Public Holidays occurs during a period of annual leave, and provided the employee would have worked on that public holiday had he/she not been on annual leave, the employee shall be entitled to a day in lieu of the public holiday. If the public holiday falls

on a rostered off day during a period of annual leave, eight hours pay at single time shall be paid, or if agreed between the employee and the Company a day may be added to annual leave.

27.3.2 An employee entitled to a day in lieu of a public holiday, as prescribed in clause 27.3.1 above, may elect to receive an additional eight hour's pay rather than take advantage of a day in lieu of a public holiday.

27.3.3 Where a public holiday falls as provided in clause 27.3.1 and the employee fails to attend for work at the employee's ordinary starting time on the working day immediately following the last day of the period of his/her annual leave the employee shall not be entitled to be paid for any such holiday unless the employee provides reasonable proof of the reason for failure to attend at the normal starting time.

27.3.4 The leave prescribed in clauses 27.1 and 27.2 shall be taken at a time fixed by the Company. Leave may be split into separate periods by mutual agreement between the employee and the Company. A minimum of one week will normally be granted.

27.4 Calculation of continuous service

27.4.1 For the purpose of this clause service shall be deemed to be continuous notwithstanding:

27.4.1(a) Any interruption or termination of the employment by the Company if such interruption or termination has been made merely with the intention of avoiding obligations in respect of leave of absence.

27.4.1(b) Leave granted to employees called as witnesses.

27.4.1(c) Leave granted for such Defence purposes to the extent of the first 3 months of each year of leave so granted.

27.4.1(d) Leave granted in connection with proceedings before FWA.

27.4.1(e) Leave not exceeding 3 months which had been granted on account of physical injury sustained whilst on duty.

27.4.1(f) Any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the Company; or

27.4.1(g) Long Service Leave taken by the employee.

27.5 Continuous service and notification requirements

27.5.1 In cases of absence because of personal sickness or accident which cause the employee to become entitled to the benefit of clause 27.4, the employee shall inform the Company of such absence in accordance with the requirements of clause 28.2 of this Workplace Determination.

27.5.2 A notice given for the purpose under Clause 28 - Sick Leave shall in the case of personal sickness or accident be accepted as notice for the purpose of this clause.

27.5.3 Any absence from work by reason of any cause not being a cause specified in this clause shall not be deemed to break the continuity of service for the purpose of this clause unless the Company during the absence or within 14 days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

27.5.4 In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given in the manner in which general notifications to the employees are usually made in that plant and by posting a copy to the Organisation whose members have participated in such concerted or collective absenteeism not later than the day it is posted up in the plant.

27.5.5 A notice to an individual employee may be given by delivering it to him/her personally or by posting it to his/her last recorded address, in which case it shall be deemed to have reached him/her in due course of post.

27.6 Calculation of service

27.6.1 Service before the date of the Workplace Determination shall be taken into consideration for the purpose of calculating annual leave. But an employee shall not be entitled to leave or payment in lieu for any period in respect of which leave or a payment in lieu has been allowed.

27.6.2 The period of annual leave to be allowed under this clause shall be calculated to the nearest day, any broken part of a day in the result not exceeding half a day to be disregarded.

27.7 Leave to be taken

The annual leave provided for by this clause shall be allowed and shall be taken. Payments shall not be made or accepted in lieu of annual leave except as provided by clauses 27.3 and 27.13.

27.8 Time of taking leave

Annual leave shall be given at a time fixed by the Company within the period not exceeding 12 months from the date when the rights to annual leave accrued and where practicable with 4 weeks minimum notice to the employee. This notice may be reduced by mutual consent.

27.8.1 The Company may apply a system of annual close-down with respect to all or the bulk of employees in a plant or section in which case at least one month's notice shall be given.

27.8.2 The Company will endeavour to respond to all applications for annual leave within 14 days from the application being submitted. Annual leave shall only be rejected for genuine operational reasons which shall be provided to the person concerned. Any leave application approved by the company will not be unreasonably withdrawn.

27.9 Leave allowed before the due date

27.9.1 Qantas may allow annual leave to an employee before the right has accrued due, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until at least sufficient annual leave has been accrued to acquit the annual leave debt.

27.9.2 Where annual leave has been granted to an employee pursuant to clause 27.9.1 before the right thereto has accrued due, and the employee subsequently leaves or is discharged Qantas may deduct the cash equivalent of the unearned leave which amount shall not include any sum paid for any of the holidays prescribed by clause 26 – Public Holidays of this Workplace Determination.

27.10 Payment for period of annual leave

Each employee before going on leave shall be paid the wages he/she would have received in respect of the ordinary time the employee would have worked had the employee not been on leave during the relevant period. Subject to clause 27.11 each employee shall, where applicable, have the amount of wages to be received for annual leave calculated by including the following where applicable:

27.10.1 The rate applicable to the employee as prescribed by Table 2, Table 4 (where relevant) and Table 5 of Appendix B.

27.10.2 Subject to clause 27.11 the rate prescribed for work in ordinary time by clause 24 - Shift Work of this Workplace Determination according to the employee's roster or projected roster including Saturday and Sunday Shifts.

27.10.3 The rate payable pursuant to clause 17 - Higher Duties Allowance calculated on a daily basis which the employee would have received for ordinary time during the relevant period whether on a shift roster or otherwise.

27.10.4 Any other rate to which the employee is entitled in accordance with the employee's contract of employment for ordinary hours of work; provided that this provision shall not operate so as to include any payment which is of a similar nature to or is paid for the same reasons as or is paid in lieu of those payments prescribed by clause 18 - Transport Allowance, clause 25 - Overtime or clause 40 - Travelling and Accommodation of this Workplace Determination, nor any payment which might have become payable to the employee as reimbursement for expenses incurred.

27.11 Loading on annual leave

During the period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by clause 27.10 of this clause.

The loading shall be as follows:

27.11.1 Day Workers an employee who would have worked on day work only had the employee not been on leave - a loading of 17-1/2%; or

27.11.2 Shift Workers an employee who would have worked on shift work had the employee not been on leave a loading of 17-1/2%. Provided that where the employee would have received shift loadings prescribed by clause 24 -

Shift Work - had the employee not been on leave during the relevant period and such loadings would have entitled the employee to a greater amount than the loading of 17-1/2%, then the shift loadings shall be added to the rate of wage prescribed by clause 27.10 in lieu of the shift loadings.

Provided further, that if the shift loadings would have entitled the employee to a lesser amount than the loading of 17-1/2% then such loadings of 17-1/2% shall be added to the rate of wage prescribed by clause 27.10 in lieu of the shift loadings.

The loading prescribed by this clause shall not apply to proportionate leave on termination.

27.12 Proportionate leave on termination

An employee who leaves the employment of Qantas or the employee's employment is terminated by Qantas for any reason shall be paid at the appropriate rate of wage prescribed by clause 27.10 for 2.92 hours for each 5 ordinary working days worked and 3.65 hours for each five ordinary working days in respect of seven days or continuous shift workers for any leave which has not been granted under this clause.

27.13 Cashout of Annual leave

27.13.1 Where an employee requests, untaken accrued annual leave may be cashed out under this Workplace Determination provided that:

27.13.1(a) Cashing out is agreed between the employee and the employee's Manager;

27.13.1(b) The employee elects, in writing, to cash out a specified amount of annual leave (there must be a separate written agreement for each cashing out); and

27.13.1(c) the cashing out would not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks (152 hours).

27.13.2 An employee who cashes out a period of accrued annual leave in accordance with this clause will be paid the full amount that would have been paid to the employee had the employee actually taken the annual leave foregone. Without limiting the generality of this clause 27.13.2:

27.13.2(a) the employee will be entitled to receive pay in lieu of the amount of annual leave at the ordinary time rate of pay at the time the election is made plus a loading for day workers of 17.5% and, for shift workers, a loading of the average shift penalties earned in the previous six (6) months or 17.5% whichever is the greater; and

27.13.2(b) the Company will deduct an equivalent amount of accrued annual leave from the employee's accrued annual leave balance.

28. SICK LEAVE

28.1 An employee shall be granted leave of absence without deduction of pay on account of illness or accident on the basis of the following and subject to the limitations set out in clause 28.

- On engagement - 38 hours
- After 6 months service - additional 38 hours
- After 12 months service - 114 hours for each year of service

28.2 Unless completely incapacitated for reasons beyond the employee's control, an employee shall, as soon as reasonably practicable and within 2 hours of the commencement of such absence, inform the employee's Supervisor of the employee's inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence. If it is not practicable to inform Qantas within 2 hours of such absence, the employee shall inform Qantas within 8 hours of such absence.

28.3 An employee shall prove to the satisfaction of Qantas that the employee was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

28.4 Absence due to illness or accident shall where sick leave is claimed be substantiated by a medical certificate from a registered health practitioner where all claims in any one Sick Leave year are in excess of 3 days including any absences in excess of 3 consecutive days. Provided that a certificate from a registered health practitioner or other evidence satisfactory to Qantas shall be produced if required. For the purposes of this clause only, where it is not reasonably practicable for an employee to provide a certificate from a registered health practitioner a statutory declaration shall be satisfactory evidence.

Any sick leave claimed for the working day before or after a 20th day, must be supported by satisfactory evidence.

Sickness on a 20th day will not be debited against Sick leave credit nor will a substitute day be granted.

28.5 An employee shall not be entitled to paid leave of absence under this clause for any period in respect of which the employee is entitled to Workers' Compensation.

28.6 Leave under this clause shall be exclusive of Public holidays.

28.7 If an employee falls sick on annual leave and produces at the time satisfactory medical evidence the employee may be granted at a convenient time additional leave equivalent to the period of sickness falling within the annual leave, and such absence shall be recorded as sick leave.

28.8 Sick leave allowable under this clause and not availed of by an employee shall accumulate provided that such sick leave credits shall not be compensated on termination of employment.

28.9 For the purpose of this clause "year" shall date from commencement of service with Qantas.

28.10 Where an employee has exhausted all leave allowable with pay the employee may be granted leave without pay, such combined absence with and without pay shall not exceed 78 weeks.

29. LONG SERVICE LEAVE

29.1 The procedures governing applications for the taking of long service leave shall be set out in Qantas' policy and Appendix H.

29.2 Long service leave may be taken separately or in conjunction with Annual Leave.

30. FAMILY LEAVE - CARE AND SUPPORT FOR DEFINED PERSONS

30.1 Use of sick leave as carer's leave

30.1.1 An employee with responsibilities in relation to either members of the employee's immediate family or members of the employee's household who need their care and support shall be entitled to use, in accordance with this clause, any accrued sick leave entitlement for absences to provide care and support for such person ("carer's leave").

This entitlement is subject to the carer's leave being taken by an employee to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:

30.1.1(a) a personal illness, or injury, of the member; or

30.1.1(b) an unexpected emergency affecting the member.

30.1.2 The employee shall, if required, establish by production of a certificate from a registered health practitioner or statutory declaration, the illness of the person concerned.

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

30.1.3(a) the employee being responsible for the care of the person concerned; and

30.1.3(b) the person concerned being either;

30.1.3(b)(i) a member of the employee's immediate family; or

30.1.3(b)(ii) a member of the employee's household.

30.2 The term "immediate family" of an employee means:

30.2.1 a spouse (including a former spouse, a de facto spouse and a former de facto spouse), de facto partner, child, grandparent, grandchild, or sibling of the employee; or

30.2.2 a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

30.3 The employee shall, wherever practicable, give Qantas notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify Qantas by telephone of such absence at the first opportunity on the day of absence.

30.4 Unpaid leave for family purpose

An employee who has exhausted paid carer's leave is entitled to a period of unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household requires care and support subject to the same requirements as clause 30.1, as:

30.4.1 a single, unbroken, period of up to 2 days; or

30.4.2 any separate periods to which the employee and Qantas agree.

30.5 Annual leave

30.5.1 Notwithstanding the provision of this clause, an employee may elect to take annual leave at a time or times agreed between the employee and Qantas.

30.5.2 Access to annual leave, as prescribed in clause 30.5.1 above, shall be exclusive of any shutdown period provided for elsewhere under this Workplace Determination.

30.5.3 An employee and Qantas may agree to defer payment of the annual leave loading in respect of single day periods, until at least five consecutive annual leave days are taken.

30.6 Grievance process

In the event of any dispute arising in connection with the application of any part of this clause, such a dispute shall be processed in accordance with clause 6 – Dispute Settling Procedure of this Workplace Determination.

31. PARENTAL LEAVE

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

The provisions of this clause apply only to full time, part time and eligible casual employees, but do not apply to other casual employees.

An eligible casual employee means a casual employee:

- (a) employed by the Company on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

31.1 Definitions

31.1.1 For the purposes of this clause **child** means a child of the employee under the age of one year. However, for adoption of a child, **child** means a person under the age of sixteen years who is placed with the employee for the purposes of adoption. This does not include a child or step-child of the employee or of the spouse or de facto partner of the employee, or a child who has previously lived continuously with the employee for a period of six months or more.

31.2 Basic entitlement

31.2.1 After twelve months continuous service, employees are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of a child of the employee or the employee's spouse or de facto partner if the employee has or will have responsibility for the care of the 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. The employee may request a further period of up to 52 weeks parental leave in accordance with the provisions of the NES. In the case of an employee couple, any extension by one parent reduces the other parent's entitlement to 52 weeks' parental leave.

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

31.2.2(a) for maternity and paternity leave, an unbroken period of up to three weeks at the time of the birth of the child, subject to the requirements of the NES;

31.2.2(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

31.3 Maternity leave

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

31.3.1(a) of the expected date of birth (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;

31.3.1(b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

31.3.2 When the employee gives notice under clause 31.3.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

31.3.3 An employee will not be in breach of this clause if she fails to give the stipulated period of notice because the birth occurs earlier than the expected date.

31.3.4 Subject to clause 31.2.1, and unless otherwise agreed between Qantas and the employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

31.3.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, Qantas may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

31.3.6 Where the pregnancy of an employee terminates, or the employee has a pregnancy-related illness, within 28 weeks of the expected date of birth and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies is necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

31.3.7 Where leave is granted under clause 31.3.4, during the period of leave an employee may return to work at any time, as agreed between Qantas and the employee, provided that time does not exceed four weeks from the commencement date desired by the employee.

31.4 Paternity leave

31.4.1 An employee will provide to Qantas at least ten weeks prior to each proposed period of paternity leave, the following:

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

31.4.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

31.4.1(c) a statutory declaration stating:

- he will take that period of paternity leave to become the primary care-giver of the child except in the case of simultaneous leave taken with the child's mother in accordance clause 31.2.2;
- particulars of any period of maternity leave sought or taken by his spouse; and
- that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

31.5 Adoption leave

31.5.1 The employee will notify Qantas at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

31.5.2 Before commencing adoption leave, an employee will provide Qantas with a statutory declaration stating:

31.5.2(a) the employee is seeking adoption leave to become the primary care-giver of the child, except in the case of simultaneous leave taken in accordance clause 31.2.2;

31.5.2(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and

31.5.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

31.5.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

31.5.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify Qantas immediately and Qantas will nominate a time, not exceeding four weeks from receipt of the notification, for the employee's return to work.

31.5.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

31.6 Variation of period of parental leave

Once leave has commenced and unless otherwise agreed between Qantas and the employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change is to be notified in writing at least fourteen days prior to the commencement of the changed arrangements.

31.7 Parental leave and other entitlements

An employee may, in lieu of or in conjunction with, parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks or as permitted by the NES.

31.8 Transfer to a safe job

31.8.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the duties assigned to the employee make it inadvisable for the employee to continue at her present duties, the employee will, if Qantas deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

31.8.2 If the transfer to a safe job is not practicable, the employee may elect, or Qantas may require, the employee to commence leave.

31.9 Returning to work after a period of parental leave

31.9.1 An employee will notify Qantas in writing of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

31.9.2 An employee will be entitled to return to the position which they held immediately before proceeding on parental leave. In the case of any employee transferred to a safe job pursuant to clause 31.8, the employee will be entitled to return to the position they held immediately before such transfer.

31.9.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

31.10 Replacement employees

31.10.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave. A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

32. BEREAVEMENT LEAVE

32.1 An employee shall be entitled to a maximum of 3 days leave without loss of pay on each occasion and on production of satisfactory evidence of the death of the employee's immediate family or household member as defined in clause 30 – Family Leave.

33. JURY SERVICE

33.1 An employee required to attend jury service during his/her ordinary working hours shall be reimbursed by Qantas an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of single time pay he/she would have received had he/she not been on jury service.

33.2 An employee shall notify Qantas as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall show Qantas proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

33.3 All applications for jury service leave shall be made in accordance with the Qantas Corporate Policies and Procedures Manual.

34. TRAINING PROVISION

Where an employee is required to attend an examination(s) conducted by Qantas or the Civil Aviation Safety Authority and provided the application(s) for such examination(s) have been coordinated through the Qantas Technical Training Department the following provisions shall apply:

- 34.1** Employees shall be allowed time off without loss of pay for the purposes of attending examinations conducted by Qantas and/or the Civil Aviation Safety Authority.

Employees shall make themselves available for all training courses on aircraft operated, maintained or serviced by Qantas.

An employee who is required to attend a training course (including the gaining of experience) in Australia shall be paid full salary including all shift allowances and weekend penalty rates that the employee would have received had he/she worked his/her normal roster.

- 34.2** An employee shall not be required to attend for duty on any night shift which immediately precedes an examination. However, the LAME undergoing examinations may be required to accept a shift change to enable this provision to be effective.

- 34.3** Employees attending a training course and/or experience training away from their home base shall be provided with transport by Qantas for the following:

34.3.1 Travel between the employee's home and the airport (on commencement and completion of training and/or examination).

34.3.2 Travel between accommodation provided by Qantas and the Engineering School.

34.3.3 All outward and home bound travel to be at the same priority level.

- 34.4** Where an employee has been absent overseas for the purpose of training for a period of four weeks or more, he/she shall be entitled to two days paid resettlement leave.

- 34.5** An employee who is not based at the port at which the training is being conducted shall, where practicable, be provided with free travel in accordance with Company procedures to and from his/her home base on weekends where the duration of the course exceeds five days.

- 34.6** Where an employee is required to travel to or from Company run courses, excluding returning home during a course, any time spent travelling on Saturday, Sundays, rostered days off and public holidays shall be paid at the appropriate penalty rates, a minimum of four (4) hours.

34.7 Training bond

34.7.1 Employees who are required by the Company to complete Qantas type training or who are nominated by Qantas to have their licence converted into the full B1 CASR Part 66 aircraft type licence in accordance with clause 44 of this Workplace Determination, may at the Company's absolute discretion be required to enter into a Training Bond in the sum of \$17,000 per type course or licence conversion training.

34.7.2 For the avoidance of doubt, each Training Bond will stand alone in relation to the type course or licence conversion in respect of which it was entered into. For example:

- An employee who is required by the Company to complete Qantas type training and completes that training on 31 March 2012 would be subject to a Training Bond of \$17,000, which would continue in force in accordance with clause 34.7.3 until 31 March 2015;
- If that employee was then nominated by Qantas to have his or her licence converted into the full B1 CASR Part 66 aircraft type licence in accordance with clause 44 of this Workplace Determination, then that licence conversion would be subject to a separate Training Bond also in the amount of \$17,000. Assuming that the employee completes the licence conversion training on 31 January 2013, the Training Bond in respect of the licence conversion would continue in force in accordance with clause 34.7.3 until 31 January 2016.

34.7.3 Should the employee voluntarily leave employment with Qantas, the amounts will become repayable by the employee to Qantas on a declining percentage scale as follows:

Resign within 12 months of completion of training / licence conversion training	100%
Resign between 12 and 24 months of completion of training / licence conversion training	50%
Resign between 24 and 36 months of completion of training / licence conversion training	25%

Note: “voluntarily leave” does not include resignation due to health/medical or compassionate reasons, provided that the employee has notified the Company of those reasons and provided sufficient evidence to substantiate such reasons and the employee is not taking up employment with another aircraft maintenance provider.

35. LAME PAY STRUCTURE - TRAINING

- 35.1** The employees and the ALAEA accept and are committed to the fact that all training provided by Qantas to LAMEs shall be dictated by the operational requirements and needs of the enterprise. Qantas shall set the training levels for Qantas operated aircraft types which shall be the only recognised training for the purposes of accruing points.
- 35.2** Future external training shall only be recognised on the following terms:
- 35.2.1** Prior approval (for pay recognition purposes) of the training by the relevant manager on the basis of future operational use in that area.
 - 35.2.2** Training is within the LAMEs trade stream.
 - 35.2.3** Training is undertaken at the LAME’s own expense and time.

36. PRACTICAL TRAINING (SCHEDULE OF EXPERIENCE)

- 36.1** In normal circumstances, a LAME will complete SOE requirements within twelve months of the completion of theoretical training. If this is not achieved, Qantas will provide continuous SOE to secure the granting of the rating by CASA as soon as possible.
- 36.2** Qantas reserves the right not to apply clause 36.1 where it can be established that a LAME has not reasonably taken advantage of opportunities provided by Qantas to gain the necessary practical experience.
- 36.3** In the case of a LAME with a first Qantas type license in category, if the SOE is not completed within twelve months then the LAME and Qantas will discuss a program whereby the SOE can be completed.

37. TRAINERS ALLOWANCES

37.1 Practical Consolidation Training

- 37.1.1** The payment shall be known as a PCT Trainers Allowance. This payment will be a "bolt-on" payment. This allowance is applicable only to the provision of CASA approved, Qantas provided PCT Programme.
- 37.1.2** The allowance is as specified in Table 3 of Appendix B and will comprise two tiers:
 - 37.1.2(a)** **1st TIER PAYMENT** - a continuous weekly payment to recognise the inclusion of an individual as a trainer. The trainer will have to have completed an appropriate train-the-trainer course. The trainer will need to be competent in the PCT system and in the provision of PCT course syllabus. The trainer will need to comply with other requirements and minimum experience criteria as required by Qantas or regulatory bodies. This payment also recognises the ongoing support and maintenance of the training programme and/or syllabus throughout the year.
 - 37.1.2(b)** **2nd TIER PAYMENT** - an additional weekly payment activated when a trainer facilitates a PCT course. This weekly payment will only be paid for the time that the trainer is involved with the preparation, delivery or oral/post PCT review pertaining to a scheduled PCT course. This payment will be for a minimum of two fortnightly pay periods.
- 37.1.3** Qantas will keep a list of PCT trainers.
- 37.1.4** The amount of PCT will be assessed by Qantas in consideration of the business need. Qantas reserves the right to review the number and mix of PCT Programme in line with the business need and activate or deactivate the allowance accordingly. Trainer levels will be scheduled in line with the fiscal year. Trainers will be allocated on 1 July each year and validated within the programme for a period of twelve months.

37.1.5 Trainers/trainees will not be required to work overtime therefore no overtime will be recognised without the prior authorisation of the relevant manager.

37.1.6 Trainers will keep a diary/timesheet of "Training Hours" which will be averaged across each week that the course is run so that their average weekly hours equate to their home base roster. PCT trainers will be given the required flexibility to deliver the prescribed training syllabus. The trainer will work within the broad context of the trainer delivery requirements and will self regulate the PCT group to achieve the desired outcomes.

37.1.7 Trainers will continue to receive (average) home base shift roster penalties during the training period. If a particular PCT course is carried out predominantly at night, or in a situation where a night shift penalty might apply, and if the home base penalties on average, are less than the permanent night shift penalty, then the difference between the permanent night shift penalty and the home base roster will be paid in addition.

37.1.8 Trainers may be requested to deliver PCT on more than one aircraft type. The Tier One Payment can be activated and paid only once per annum. However, Tier Two Payments will be paid according to the individual's training schedule.

37.1.9 PCT Trainers will be exempt from quota restrictions.

37.2 Certificate IV Trainers

37.2.1 A LAME who holds a Certificate IV who is required by the Company to conduct training courses, will be paid an allowance equivalent to Senior LAME 1 as contained in Table 2 of Appendix B for the period preparing for or conducting the training.

38. TRAVELLING ENGINEER - SPECIAL CIRCUMSTANCES

38.1 LAMEs will accept economy class or flight deck travel in circumstances where there is no available first/business class seat. Circumstances which may require this flexibility are the following:

38.1.1 "Last minute" requirement to have a LAME accompany a Domestic flight (e.g. MEL maintenance procedures),

38.1.2 Charters for VIPs.

38.2 Under normal circumstances, as opposed to the above, where a business class seat is "blocked out" in advance in accordance with current procedures, a LAME may elect to travel in economy class or the flight deck in order to accommodate an unforeseen, extra commercial passenger on a Domestic flight. This will be entirely at the discretion of the LAME.

39. DUTY TRAVEL BETWEEN PORTS

39.1 AOG / Aircraft Rectification / Travelling Engineer

39.1.1 Time spent travelling outside rostered hours will be paid in accordance with the provisions of clause 40 – Travelling and Accommodation.

39.2 Training, Postings and Other Travel

39.2.1 All other travel on rostered days on will be factored into normal rostered hour calculations. When undertaken outside rostered hours an equivalent period of time off will be applied to a LAME's roster either before or after the travel is undertaken, by mutual agreement. Travel on rostered days off will be paid at appropriate overtime rates for a minimum of four hours. Where practicable, duty travel will be arranged so as to be undertaken during rostered hours.

40. TRAVELLING AND ACCOMMODATION

40.1 Where an employee is required to travel for duty away from their home base, the following provisions shall apply.

40.1.1 Standard of travel

Outward and home bound travel shall be at the same priority level, and the standard shall be in accordance with existing procedures pending Qantas rationalisation of duty travel.

40.2 Accommodation and allowances

The employee will be provided with meal and travelling allowances in accordance with Company policy manuals and accommodation of an acceptable standard or paid an allowance in lieu thereof.

40.3 Travelling time payments

40.3.1 Duty Time shall be:

International Services:

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

Domestic Services:

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

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

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

40.4 Aircraft rectification

40.4.1 Payment will be in accordance with home base roster.

40.4.2 Travel outside normal rostered hours shall be paid at applicable penalty rates. Provided however, that when return travel is undertaken following a 10 hour break, payment shall be at ordinary time.

40.5 Station engineer

40.5.1 Where a LAME receives less than two (2) days notice of travel, payment for time spent travelling shall be as per clause 40.4 - Aircraft Rectification.

40.5.2 Where a LAME receives two (2) or more days notice, rest periods at completion of travel as per Company manuals shall be granted.

40.6 Service engineer

40.6.1 Duty time will be as per clause 40.3.1.

40.6.2 Payment will be at normal shift rates for normal shift length.

40.6.3 Any time in excess of normal shift length shall be at appropriate penalty rates.

40.7 Charter operations

40.7.1 The conditions covering extended charter operations shall be mutually agreed between Qantas, the employee involved and their representative which may include a union representative, and shall reflect the duty content and duration. Under no conditions will payment be less than home base roster.

41. HEAVY MAINTENANCE FLEXIBILITIES

Clauses 42 and 43.1 will only apply to Brisbane Heavy Maintenance, and will come into operation once Qantas commits to bringing A330 Heavy Maintenance into Brisbane.

42. AGREED AVAILABLE ROSTERS FLEXIBILITY CLAUSE – HEAVY MAINTENANCE BRISBANE

This clause will apply to employees engaged in Brisbane Heavy Maintenance only.

42.1 The parties agree that Qantas has the right to move staff between the different hours of work arrangements contained within this clause providing the appropriate notice is given.

42.2 This does not preclude the need for other patterns of work to address specific circumstances or projects. Such additional patterns shall be determined in accordance with clauses 22.2.1 and 24.9 of this Workplace Determination.

42.3 Consultation

42.3.1 Qantas must consult with the affected employee(s) and their nominated representatives, including union representatives for at least 7 days prior to the notice period for the implementation of a shift pattern from the agreed available rosters. The Company will need to discuss the operational need for the roster, the approximate time the roster will be in place and the number of people/skill mix required.

42.3.1(a) This consultation process will be considered to have commenced after a formal meeting is held between the Company affected employee(s) and their nominated

representatives, including union representatives. This meeting will not occur on a Saturday or Sunday.

42.3.2 In the first instance Qantas will publish a notice calling for volunteers to move to the roster. If the required numbers of skills/classifications are not achieved Qantas may direct an employee(s) by giving them 7 days notice.

42.3.3 In selecting staff for a change of roster the Company will give due consideration to employee's personal circumstances. Where an employee requires consideration of personal circumstances, a written application will be made to Qantas Senior management in the relevant port. Qantas Senior Management will consider the circumstances and respond to the employee within 72 hours.

42.4 The minimum use of a roster will be for a complete cycle applicable to the roster implemented.

42.5 Prior to implementing a roster the parties will agree on review periods during the time the roster is in place to ensure it meets the operational need of the business and to address any ongoing employee issues that may arise.

42.5.1 After the initial 6 months of implementation of the 6 day roster, a formal review will be undertaken by the parties into the operation of the roster, its impacts on employees and fatigue

42.6 Agreed Available Rosters

The agreed rosters which may be implemented are:

42.6.1 7 Day by day shift 9.5 hour (Critical Path)

42.6.2 7 Day by day and afternoon shift 9 and 12 hour

42.6.3 6 day by day and afternoon shift 10 and 12 hour

The details of the rosters above are set out in Appendix I.

42.7 Qantas will ensure that an employee is not disadvantaged by the implementation of any of the rosters. The Company will ensure at the conclusion of the use of any of the rosters worked that the Wage Average hours as applicable, Rostered Day Off or Day In Lieu accrual and Annual Leave accruals are reconciled and where required adjusted accordingly.

42.8 Where a roster in clause 42.6 has been in place for 9 months or longer and the Company implements a change to an alternative roster with an average shift penalty reduction of 5% or greater (for example moving from the 9/12 hour roster (clause 42.6.2) to the 9.5 hour roster (clause 42.6.1), employees subject to this change will be paid salary maintenance of shift penalties for a period of 28 days. After 28 days the penalties paid will be appropriate to the roster worked.

43. BANKING FLEXIBILITY CLAUSE – HEAVY MAINTENANCE

43.1 Day off bank – RDO and DIL

43.1.1 This clause will apply to employees engaged in Qantas Brisbane Heavy Maintenance.

43.1.2 For the purposes of this clause, a year is 1 January to 31 December.

43.1.3 Accrual of Hours into the Day Off Bank

43.1.3(a) From the beginning of each year, time accrued by an employee towards either a Rostered Day Off (RDO) or Day in Lieu (DIL) (subject to the applicable roster), will be placed into a Day Off Bank.

43.1.3(b) Time banked will be a maximum of 6 RDOs (45.6 hours) or 5 DILS (47.5 hours).

43.1.3(c) All RDO or DIL hours beyond the required maximum hours for the Day Off Bank can be accrued and used at the discretion of the employee, subject to normal leave application and approval procedures.

43.1.4 New employee in Heavy Maintenance

43.1.4(a) For an employee who takes up a position in Heavy Maintenance after the date of operation of this Workplace Determination, the following arrangements will apply:

- To facilitate the introduction of the Day Off Bank, accrual of RDOs and DILs (as per the applicable roster) will commence from the date the employee commences his/her position in Heavy Maintenance until such time as an employee has reached the maximum hours in the Bank.

43.1.4(b) Where an employee has accrued RDOs or DILs owing at the time of commencement in a position with Heavy Maintenance, they may agree to allocate some or all of those RDOs or DILs (up to the maximum hours) to the Bank.

43.1.4(b)(i) Where such an employee does not allocate up to the maximum hours to the Bank from accrued RDOs or DILs, the next accruing RDOs or DILs from the date the employee commences his/her position in Heavy Maintenance will be allocated to the Bank until there are a maximum of 45.6 or 47.5 hours for that employee in the Bank.

43.1.5 Stand down

43.1.5(a) In order to meet operational needs, including white space or maintenance delays, the Company may advise employees that they are not required to attend work for a whole shift.

43.1.5(b) The Company may only require an employee to use up to and including the maximum hours identified in clause 43.1.3 above in any one year.

43.1.5(b)(i) The Company’s right to utilise the bank under this clause operates from 1 January 2009.

43.1.5(c) The Company will provide at least 24 hours notice of an employee not being required to attend work in accordance with clause 43.1.5 or a shorter period if agreed between the Company and employee concerned.

43.1.5(d) Where an employee is advised not to attend work for a whole shift time will be paid as follows:

Full shift	7.6 hours for 8 hour roster
	9.5 hours for roster contained in clause 42.6.1
	9.2727 hours for roster contained in clause 42.6.2
	10.3636 hours for roster contained in clause 42.6.3

43.1.5(e) An employee’s Day Off Bank may go into negative balance to accommodate the right of the Company under clause 43.1.5 to require an employee not to attend for a shift (up to a maximum of 45.6 or 47.5 hours in each year). Where a negative balance exists the employee’s subsequent accruing RDOs or DILs will be banked to acquit the debt.

43.1.6 Yearly roll over/ pay out

43.1.6(a) All accrued RDO and DIL hours (both in the Day Off Bank and the employee accrual) will be paid out at the first pay period on or after 31 December each year.

43.1.6(b) An employee however may elect to:

43.1.6(b)(i) Roll some or all of the remaining hours in the Day Off Bank into the Day Off Bank for the following year; or

43.1.6(b)(ii) Transfer any RDOs or DILs remaining in the employee accrual into the Day Off Bank for the following year.

43.1.6(c) Where an employee does not allocate the maximum hours to roll over into the Day Off Bank under clause 43.1.6 (b), RDO and DIL hours will be banked in accordance with clause 43.1.3.

43.1.6(d) Where an employee leaves employment with Qantas Heavy Maintenance, any hours remaining in the Day Off Bank will be paid out.

43.2 Voluntary overtime bank

43.2.1 This clause applies to employees engaged in Heavy Maintenance operations only.

43.2.2 An employee may elect to participate in the Flexibank at any time by advising the relevant payroll officer.

43.2.3 Persons electing to participate in the Flexibank will be required to remain in the scheme for a minimum of six months each time they participate.

43.2.4 Where an employee who has elected to participate in Flexibank works overtime, all overtime hours worked will be paid at the employee's single time rate. The additional penalty will be accrued as hours in Flexibank.

43.2.5 Pending Qantas' approval, any hours accrued over 38 hours may be voluntarily taken off at normal rates of pay including shift penalties.

43.2.6 For example: Harry wants to take Monday off using time from Flexibank. Monday is an 8 hour afternoon shift attracting a 15% penalty. Harry would be required to take from the bank 8 hours plus 15%, or a total of 9.2 hours. Harry's pay will be exactly the same as if he had worked the shift.

43.2.7 Once an employee has achieved 38 hours in Flexibank the employee may elect for further overtime hours worked to be paid at the standard overtime rate, or may continue to accrue such hours in the overtime bank as outlined in clause 43.2.4.

43.2.8 Hours that are accrued in Flexibank over 38 hours can be paid out at the discretion of the employee as a lump sum at the employee's single time rate of pay.

43.2.9 When available labour exceeds operational demands, Qantas will offer staff the opportunity to take annual leave or voluntary Flexibank. Qantas may nominate staff to stand down using the Flexibank when a shortfall of volunteers exists. Qantas will endeavour to schedule training to minimise the impact of stand down on employees.

43.2.10 Qantas cannot nominate staff to stand down if this will result in a negative balance in the Flexibank.

43.2.11 Qantas is required to grant notification to the employee a minimum of 24 hours before the commencement of any stand down shift. Likewise, the employee is required to provide 24 hours notice of a request for discretionary time off using the Flexibank.

43.2.12 Accrued Flexibank time would be made available to employees in compassionate circumstances pending Qantas' approval. Under such circumstances notification periods would not apply.

43.2.13 Hours accrued in the Flexibank will be paid out if an employee ceases employment or elects to leave the Flexibank.

44. CIVIL AVIATION SAFETY REGULATIONS (CASR) PART 66 LICENCE CONVERSION

44.1 DEFINITIONS AND INTERPRETATION

44.1.1 For the purposes of this clause 44, and notwithstanding any regulatory changes during the life of this Determination, a “full B1” means a B1 licence that is not limited by any of the following exclusions:

- a) E1 (exclusion electrical systems);
- b) E4 (exclusion electrical sub systems of mechanical, powerplant or structural systems); or
- c) E5 (exclusion instrument sub systems of mechanical, powerplant or structural systems).

44.1.2 For the purposes of this clause 44, and notwithstanding any regulatory changes during the life of this Determination, a “full B2” means a B2 licence that is not limited by any of the following exclusions:

- a) E1 (exclusion electrical systems);or
- b) E4 (exclusion electrical sub systems of mechanical, powerplant or structural systems); or
- c) E5 (exclusion instrument sub systems of mechanical, powerplant or structural systems); or
- d) E7 (exclusion instrument aspects of avionic systems); or
- e) E8 (exclusion radio aspects of avionic systems).

44.1.3 “A380 EASA Conversion Allowance” means the all purpose allowance referred to in clause 44.2 and set out in Table 5 of Appendix B.

44.1.4 “EASA Conversion Allowance” means the all purpose allowance referred to in clause 44.3 and set out in Table 6 of Appendix B.

44.1.5 “EASA Recognition Allowance” means the all purpose allowance referred to in clause 44.4 and set out in Table 7 of Appendix B.

44.1.6 The maximum allowance payable to an employee under this clause is the combined total of the relevant EASA Conversion Allowance and EASA Recognition Allowance applicable at that time.

44.2 A380 EASA CONVERSION ALLOWANCE

44.2.1 Where, at the date of operation of this Workplace Determination, an employee is in receipt of an allowance as previously set out in Table 5 of Appendix B of the Licensed Aircraft Engineers (Qantas Airways Limited) Enterprise Agreement 8, the employee will continue to receive that allowance as an “A380 EASA Conversion Allowance” now contained in Table 5 of Appendix B of this Workplace Determination.

44.2.2 For the avoidance of doubt:

- 44.2.2.1** the licence payment provided for at item (c) in Table 5 of Appendix B (B2/B1 limited) applies only to employees who at the date of operation of this Workplace Determination exercised these privileges in conjunction with an A380 license. This allowance will not apply in respect of any future conversions; and
- 44.2.2.2** the EASA Conversion Allowances provided for in clause 44.3 and the EASA Recognition Allowances provided for in clause 44.4 will not apply to employees who are in receipt of an A380 EASA Conversion Allowance under this clause 44.2.

44.3 EASA CONVERSION ALLOWANCE

44.3.1 Subject to clause 44.3.2, where, after the date of operation of this Workplace Determination, the Company nominates the conversion of a current LAME's license into the initial full B1 CASR Part 66, remuneration for completing the training is contained in Table 6 of Appendix B.

44.3.2 Where, after the date of operation of this Workplace Determination, the Company nominates the conversion of a current LAME's license into the initial full B1 CASR Part 66 the amounts identified in Table 6 of Appendix B:

- a) will be paid as "EASA Conversion Allowances" and be paid for all purposes;
- b) subject to subclause (c), will be paid retrospectively back to the date that the LAME completed the conversion training (but will be payable from the first full pay period on or after the LAME commences exercising the privileges and authorities under the full B1 license);
- c) in exceptional circumstances for which Qantas cannot reasonably be held responsible which give rise to a significant delay between the completion of the conversion training and the LAME first commencing to exercise certification privileges utilising the conversion training, Qantas may seek agreement with the ALAEA to not make payment retrospectively or to reduce the period of retrospectivity provided for in subclause (b). If the parties cannot reach agreement on this matter it will be resolved in accordance with clause 6 – Dispute Settlement Procedures.

44.3.3 The EASA Conversion Allowance will only be payable in respect of one licence conversion per LAME. That is, the conversion of a LAME's second licence or additional licences to full B1 will not attract an additional or accumulative payment or allowance under clause 44.2, 44.3 or 44.4.

44.3.4 At the Company's absolute discretion, a nominated Avionics LAME (B2) who is in receipt of an allowance under clause 44.2 may be required to obtain a full B2/B1 license on the same aircraft type. If this is the case, the Avionic Conversion will attract payment of the allowance specified in Table 5 reference item (d) in substitution of any other payment or allowance under clause 44.2, 44.3 or 44.4. This allowance is payable in respect of the first full B2/B1 licence only and will not be payable in connection with any additional type licences obtained by the LAME.

44.3.5 Where the Company does not nominate the conversion of a current LAME's license into the initial full B1 CASR Part 66 and an employee of his/her own

volition undertakes conversion training, the amounts identified in Table 6 of Appendix B:

- 44.3.5.1** will be payable from the first full pay period on or after the LAME is required, at the Company's absolute discretion, to commence exercising the privileges and authorities under the full B1 licence;
- 44.3.5.2** will be paid as an "EASA Conversion Allowance" and be paid for all purposes; and
- 44.3.5.3** will only be payable in respect of one licence conversion per LAME. That is, the conversion of a LAME's second licence or additional licences to full B1 will not attract an additional or accumulative EASA Conversion Allowance.

44.4 EASA RECOGNITION ALLOWANCE

- 44.4.1** From the first full pay period on or after 1 January 2012, a LAME who is not in receipt of an A380 EASA Conversion Allowance paid in accordance with clause 44.2 will be paid an EASA Recognition Allowance as set out in Table 7 of Appendix B.
- 44.4.2** Any EASA Conversion Allowance paid to a LAME under clause 44.3 will be paid in addition to the EASA Recognition Allowance paid under this clause 44.4.

44A PROVISIONS FOR A380 LICENCE PAYMENTS AND ROSTERING

- 44A.1** Where the Company nominates and approves a LAME to complete a full Airbus A380 course, and that LAME subsequently receives a CASA license and is granted certification privileges on the A380, they will be paid an A380 Type training allowance, paid for all purposes, as set out in Table 4 of Appendix B.
- 44A.2** Should an A380 trained LAME transfer back to other duties as a LAME, they shall translate without loss of the A380 Type Allowance specified above. Alternatively, they may transfer to an appropriate level in the LAME Pay Structure according to their previous points, plus the additional points equivalent of the allowances held. At the first pay period on or after 1 January 2012, one point is equal to \$22.98.
- 44A.3** Should an A380 trained LAME voluntarily transfer to a work location where they are no longer required to utilise their CASR Part 66 Licence (previously CAO part 100.66 license), they will no longer receive the EASA Conversion Allowance. This allowance will be reinstated should their work location subsequently require the utilisation of a CASR Part 66 Licence (previously CAO part 100.66 license).
- 44A.4** A number of pre-agreed roster arrangements may be able to be utilised by the Company with respect to its A380 operations. These roster arrangements will be:
 - 44A.4.1(a)** 9.5 hour, 7 days
 - 44A.4.1(b)** 10.9 hour, 7 days

- 44A.4.1(c)** 12 hour, 38 hour week roster, 7 days. (Note: This may include a 12 hour hybrid of not more than 12 hours per shift which may be necessary to round off the 38 hours)
- 44A.4.1(d)** Any of the above rosters inclusive of an RDO (i.e. 40 hours week)

44A.4.2 As some of the above are 38 hour per week rosters there is no accrual of an RDO in those rosters. Payments for the above rosters will be in accordance with clause 24- Shift Work of this Workplace Determination.

44A.4.3 Rosters of the shift lengths identified above may be implemented by the Company through the provision of 7 days notice, however where possible a greater period of notice will be given.

44A.4.4 Where a roster outside those identified above is required, it will be introduced in accordance with the provisions of this Workplace Determination.

44A.4.5 The parties acknowledge the right of the Company to amend rosters through the provision of notice (eg 7 days, 48 hours) and that these are likely to be widely utilised to meet operational requirements for employees working primarily on A380 aircraft.

44A.4.6 The above rosters may be utilised by the Company for the period of the initial commercial contract with the Qantas Airways Business Segment or up to 5 Years, whichever is lesser from the commencement of that contract. Three months prior to the end of the initial commercial contract or the five year period, whichever is the lesser, the parties will commence discussions on arrangements for a roster for A380 trained staff.

44A.5 Selection criteria

44A.5.1 Employees will be selected for conversion and Type training referred to in clause 44 through a merit based selection process developed by the parties.

44A.5.2 Disputes regarding the operation of clause 44A.4 will be dealt with under clause 6 – Dispute Settling Procedure and will be determined by FWA if the dispute remains unsolved.

45. INVESTIGATION, DISCIPLINE AND GRIEVANCE PROCEDURES

45.1 Where it is proposed to interview an employee and/or convene a disciplinary hearing in connection with alleged misconduct and/or accident/incident which may lead to disciplinary action against the employee under clause 14 - Contract of Employment of this Workplace Determination, the following rules and procedures shall apply.

45.2 Stage 1: Investigation

In the event of an accident or incident as defined in clause 5 – Definitions of this Workplace Determination, persons involved are to make a statement, without prejudice, verbal or written, as soon as practicable. Such statements may be made in the presence of a "friend".

After receiving the statement, the Company is entitled to stand the person down, with pay, whilst the report, in total is considered. Should the Company be satisfied with

the report and no further action is required, the employee so cleared shall be advised to resume normal work.

45.3 Stage 2: Disciplinary hearing

45.3.1 However, where it is proposed to further interview an employee in connection with his/her alleged involvement in a matter which may lead to disciplinary action against the employee under clause 14 - Contract of Employment, he/she shall be informed by the Department Manager or that Manager's representative:

45.3.1 (a) of the purpose of the "interview";

45.3.1 (b) of the charge against the employee and outline of reasons thereof including sufficient particulars for the employee to be able to respond to the charge;

45.3.1 (c) that disciplinary action may result;

45.3.1 (d) that the employee has the right to be accompanied and represented by a representative of their choice, which may include an accredited representative of a union;

45.3.1 (e) the employee may request a reasonable time (not more than 24 hours) to familiarise himself/herself with matters set out in clause 45.3.1.

45.3.2 If the employee elects to be accompanied and/or represented by such representative, the employee may require that the above advice given shall be repeated in the presence of their accredited representative.

45.3.3 If, following such interview, the Company proposes to take disciplinary action, the employee shall be informed of that proposed disciplinary action in the presence of their representative.

45.4 Stage 3: Appeal process

An employee upon whom the Company has imposed disciplinary action shall, if he/she so desires, have the right to appeal against such disciplinary action to an independent manager.

45.4.1 If the employee fails within 14 days to exercise the right of appeal referred to in this clause 45.4 the Company's decision shall be final.

45.4.2 If the employee exercises his/her right of appeal the Company shall arrange for an appeal to be convened and heard as soon as possible.

45.5 Stage 4: Arbitration

In the event that an employee is dissatisfied with the decision resulting from an appeal(s) conducted pursuant to clause 45.4 the matter may be referred to FWA under the provisions of Clause 6 – Disputes Settling Procedure for arbitration as to whether the decision was harsh, unjust or unreasonable.

45.6 Definitions

For the purpose of this clause:

45.6.1 "Misconduct" shall include malingering, inefficiency and neglect of duty.

45.6.2 "Disciplinary Action" shall mean a penalty which when imposed will reduce temporarily or permanently an employee's rate of pay including any allowances and shall include dismissal.

46. DAYLIGHT SAVING

46.1 Notwithstanding anything contained elsewhere in this Workplace Determination in any area whereby reasons of the legislation of a State summer time is prescribed as being in advance of the standard time of that State the length of any shift:

46.1.1 Commencing before the time prescribed by the relevant legislation for the commencement of a summer time period, and

46.1.2 Commencing on or before the time prescribed by such legislation for the termination of a summer time period,

shall be deemed to be the number of hours represented by their difference between the time recorded by the clock at the beginning of the shift and time fixed pursuant to the relevant State Legislation.

46.1.3 In this clause the expressions "standard time" and "summer time" shall bear the same meanings as are prescribed by the relevant State legislation.

47. INTRODUCTION OF CHANGE

47.1 Qantas' duty to notify

47.1.1 Where Qantas has made a definite decision to introduce major changes, including changes in minor ports, production, program, organisation, structure or technology that are likely to have significant effects on employees, Qantas shall notify the employee who may be affected by the proposed changes and at the request of the affected employee(s) the Association.

47.1.2 "Significant Effects" include termination of employment, major changes in the composition, operation or size of Qantas' workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities, or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and restructuring of jobs. Provided that where this Workplace Determination makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effects.

47.2 Qantas' duty to consult

47.2.1 Qantas shall consult with the employees affected and at the request of the affected employee(s) the Association or other employee representative, inter alia, the introduction of the changes referred to in clause 47.1, the effects the

changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union or other employee representative in relation to the changes.

47.2.2 The consultation shall commence as early as practicable after a firm decision has been made by Qantas to make the changes referred to in clause 47.1.

47.2.3 For the purpose of such consultation, Qantas shall provide to the employee's concerned and at the request of the affected employee(s) the Association or other employee representative, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that Qantas shall not be required to disclose confidential information the disclosure of which would be inimical to his/her interests.

48. ASSOCIATION REPRESENTATIVES

48.1 An employee appointed by the Association as a Representative shall upon notification to Qantas, be recognised as the Accredited Representative of the Association as the case may be, and he/she shall be allowed such reasonable time as is necessary during working hours to meet with Qantas' representatives on matters affecting employees whom he/she represents.

49. NOTICE BOARD

To facilitate communication about matters pertaining to their employment, Qantas will permit a notice board to be erected in the workplace, or each part of the workplace, to facilitate communication between employees and/or their union representatives.

50. ANTI-DISCRIMINATION

50.1 The parties covered by this Workplace Determination intend to achieve the principal object in subsection 3(e) of the Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

50.2 Accordingly, in fulfilling their obligations under this Workplace Determination, the parties to this Workplace Determination must make every endeavour to ensure that neither the Workplace Determination provisions nor their operation are directly or indirectly discriminatory in their effects.

50.3 Nothing in this clause is taken to effect:

50.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

50.3.2 junior rates of pay;

50.3.3 an employee, the Company or registered Organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission;

50.3.4 the exemptions in subsection 351(2) of the Act.

51. USE OF PRIVATE MOTOR VEHICLE

51.1 No employee shall be required to use his/her private motor vehicle on Company business unless the employee so desires.

52. CONSULTATIVE MECHANISMS

52.1 Consultative mechanisms shall be implemented as required. The form, structure and method of implementing consultative mechanisms shall be determined by agreement between Qantas and the employees and if requested by employee(s) the Association.

53. WORKERS' COMPENSATION - ACCIDENT MAKE UP PAY SCHEME

Definitions

53.1.1 Accident pay means

53.1.1(a) In the case of an employee who is or deemed to be totally incapacitated within the meaning of the relevant State Workers' Compensation Act, which arises from an injury covered by this clause, a weekly payment of an amount representing the difference between the total amount of compensation paid under the relevant State Workers Compensation Act for the week in question and normal weekly earnings as defined.

53.1.1(b) In the case of an employee who is or deemed to be partially incapacitated within the meaning of the relevant State Workers Compensation Act which arises from an injury covered by the clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the relevant State Workers Compensation Act for the week in question together with any payments made for work undertaken in the week in question and normal weekly earnings as defined.

53.1.1(c) Where an employee receives accident pay and such pay is payable for incapacity for part of the week the amount shall be a direct pro rata.

53.1.1(d) "Injury" for the purposes of this clause, shall be given the same meaning and application as applying under the relevant State Workers Compensation Act and no injury shall result in the application of accident pay unless an entitlement exists under such a relevant State Workers Compensation Act

53.1.1(e) "Relevant Workers Compensation Act" means the Workers Compensation Act in the State of employment of the

individual as amended or replaced from time to time in each State. As at 20 July 1995, the legislation was as follows:

NSW	Workers Compensation Act 1987
VIC	Accident Compensation Act 1985
QLD	Workers Compensation Act 1990
SA	Workers Rehabilitation and Compensation Act 1986
WA	Workers Compensation and Rehabilitation Act 1981
TAS	The Workers Compensation Act 1988
NT	Work Health Act 1986
ACT	Workers Compensation Act 1951

- 53.1.1 (f)** “Normal weekly earnings” means for the purposes of this clause, weekly earnings averaged over the 12 months prior to the relevant injury (ie: base rate pay plus overtime and shift) except where such a calculation would not fairly represent the weekly rate at which the employee was being paid before the injury and in such circumstances, normal weekly earnings shall be calculated in a manner that shall fairly reflect such earnings as determined jointly by the employee and his/her representative including a union representative and Qantas.

53.2 Journey accidents

The Accident Make Up Scheme applies to journey accidents where the relevant State Workers Compensation legislation does not provide for journey accidents

53.3 Qualifications for payment

53.3.1 Always subject to the terms of this clause, an employee covered by this clause shall upon receiving payment of compensation and continuing to receive such payment in respect of a total and permanent incapacity within the meaning of the relevant State Workers Compensation Act be paid Accident Pay by Qantas on a weekly basis in relation to the period of time for which the employee receives compensation under the relevant Workers Compensation Act where:

- 53.3.1(a)** The employee remains an employee of Qantas during the period that compensation (under the relevant Workers Compensation Act) is paid in relation to; or
- 53.3.1(b)** The employee ceases to be an employee of Qantas but was able to obtain suitable alternative employment with another employer and was not able to obtain suitable alternative employment with Qantas; or
- 53.3.1(c)** The employee was terminated by Qantas but was not terminated for the reasons as outlined below:
- (i) Serious and/or wilful misconduct on the part of the employee; or
 - (ii) Failure of the employee to complete prescribed rehabilitation

53.3.2 In order to qualify for the continuance of accident pay on termination, an employee shall, if required provide evidence to Qantas of the continuing payment of weekly workers compensation payments.

53.4 Maximum period of payment

The maximum period of payment or aggregate periods of accident pay to be made by Qantas shall be fifty two (52) weeks for any one injury as defined in clause 53.1.1(d). The respective weekly periods of payment shall include any period of rehabilitation at the workplace on which the employee is engaged in restrictive duties.

53.5 Absences on other paid leave

An employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.

53.6 Notice of injury

An employee upon receiving an injury for which he/she claims to be entitled to receive accident pay shall give notice in writing of the said injury to Qantas as soon as reasonably practicable after the occurrence thereof provided that such notice may be given by a representative of the employee.

53.7 Medical examination

In order to receive entitlement to accident pay an employee shall conform to the requirements of the relevant State Workers Compensation Act as to medical examination.

Where in accordance with the relevant State Workers Compensation Act a medical referee gives a certificate as to the condition of the employee and his/her fitness for work or specifies work for which the employee is fit and such work is made available by Qantas and refused by the employee or the employee fails to commence work, accident pay shall cease from the date of such refusal or failure to commence the work.

53.8 Redemption of weekly payments

Where there is a redemption of weekly compensation payments under the relevant State Workers Compensation Act, Qantas' liability to pay accident pay shall cease as from the date of redemption.

53.9 Civil damages claims

53.9.1 An employee receiving or who has received accident pay shall advise Qantas of any action he/she may institute or any claim he/she may make for damages.

53.9.2 Further the employee shall, if requested, provide an authority entitling Qantas to a charge upon any money recovered by the worker (after all medical and legal bills have been met) pursuant to any judgement or settlement on the injury to the extent that such

judgement of settlement relates to loss of earnings during the period for which accident pay was paid.

53.9.3 Where an employee obtains a judgement or settlement for damages or loss of earnings in respect of an injury for which he/she has received accident pay Qantas' liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by Qantas the employee shall pay to Qantas any amount of accident pay already received in respect to that injury by which the judgement or settlement has not been so reduced.

53.10 Insurance against liability

Nothing in this clause shall require Qantas to insure against its liability for accident pay.

53.11 Death of an employee

All rights to accident pay shall cease on the death of an employee.

53.12 Savings clause

Except as provided for herein neither this clause nor any part thereof shall be used by the parties before any Industrial Court or Tribunal or in private negotiation in respect of proceedings by or against any other employer or union as it is recognised that this clause is determined in recognition of the circumstances and conditions applying to the parties covered by the clause.

54. DISABILITY ALLOWANCE

54.1 Where the normal working conditions of the employee(s) are adversely affected by construction, reconstruction, alteration, major repair or other like work at or in the immediate vicinity of the premises in which the employee(s) are required to work, the following provisions shall apply:

54.1.1 Qantas shall take reasonable steps to minimise the level of discomfort for the duration of the changed working conditions.

54.2 Where such work extends beyond two weeks and there are significant disabilities, the employee(s) and if an employee(s) request the Association may claim on behalf of affected employees an allowance to compensate for the disabilities associated with the work program in accordance with the following:

54.2.1 Where the work involves excessive fumes, noise and dust or other like disabilities through construction vehicles, drilling, electric sawing and jack hammering, form work and concrete pours, an allowance per hour as set out in Table 4 of Appendix B.

54.2.2 Where the work involves noise and dust or other like disabilities to a limited degree due to alterations and/or the removal or installation of plant and machinery and a marked reduction in work space, an allowance per hour as set out in Table 4 of Appendix B.

- 54.3** The date of effect for the allowance shall be from the date of representation to Qantas and subject to the existence of the disability.
- 54.4** The disability allowance shall not be included with the wage rates for all purposes of this Workplace Determination.
- 54.5** Where the parties are unable to agree on the significance of the disabilities, clause 6 – Disputes Settling Procedure shall be followed.
- 54.6** The amounts as set out in clauses 54.2.1 and 54.2.2 shall be subject to a review regularly.
- 54.7** Any disputes concerning the application of this clause will be subject to clause 6 - Dispute Settling Procedure.

55. REDUNDANCY

- 55.1** The Company recognises the concern expressed by the employees and their representatives relating to job security and will seek to ensure that job security is maintained.
- 55.2** Retrenchments shall not be declared until such time as all aspects of such retrenchment have been discussed with the employees and their representatives, including their union representatives in an endeavour to obviate the retrenchments.
- 55.3** Where practicable retraining opportunities will be provided to employees declared redundant.
- 55.4** The Company shall take reasonable steps to arrange or assist in obtaining suitable alternative employment for employees who would otherwise be retrenched.
- 55.5** The parties 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.

Where Qantas 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 employees concerned and if requested by an employee(s) the ALAEA will be advised of the decision, together with:

- 55.5.1** The terminations and the reasons for them;
 - 55.5.2** The number and categories of employees likely to be affected; and
 - 55.5.3** The time when, or the period over which Qantas intends to carry out the terminations.
- 55.6** Further, prior to termination of employment and prior to the final determination, Qantas will meet as a minimum its Statutory Obligations to consult the ALAEA on measures to avert or minimise the terminations, and implement measures (such as finding alternative employment) to mitigate the adverse effects of the terminations.
- 55.7** The redundancy program shall have regard to:

55.7.1 Retaining an age, skill and experience balance within areas of employment in each employment category;

55.7.2 No discrimination against employees;

55.7.3 Special efforts to minimise retrenchment of apprentices or trainees; and

55.7.4 service with the Company.

55.7.5 Qantas will consult with the employees affected and if requested by an employee their representative including an accredited representative of the Association on the process to be adopted on a case by case basis.

55.8 Redundancy payments

For redundancy under the terms of this Workplace Determination, the following package shall apply:

55.8.1 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.

55.8.2 Four (4) weeks pay for each completed year of service in excess of five (5) years.

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

55.8.4 The abovementioned payments do not include payments in lieu of notice.

55.9 Pay calculation

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

55.10 Notice Period

Employees with at least one years completed service to whom this clause shall apply, shall be given not less than the following period of notice exclusive of the period of notice prescribed by clause 14 – Contract of Employment

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

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

Provided that employees may terminate their employment in accordance with clause 14 - Contract of Employment when necessary to commence alternative employment.

55.11 Definitions

- 55.11.1** "Employee" means a person who has been employed on a full time or part basis for a period of one year or more and does not include persons employed on a fixed term or casual basis.
- 55.11.2** "Redundancy" means a declaration by Qantas that an employee or employees are surplus to labour requirements because the quantity of their work has diminished
- 55.11.3** "Retrenchment" means the termination of employment of an employee by Qantas for reason of redundancy.
- 55.11.4** "Part time employee" means an employee as defined by clause 13.3 – Permanent part time employee. All benefits of this clause will be paid on a proportionate basis.

55.12 Maximum redundancy payment

The following entitlements shall apply:

- 55.12.1** **Part I:** The component shall only be available to existing employees as at 16 October 1996.

55.12.1(a) The current 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 from 16 October 1996. An existing employee's actual date of commencement of service will be used to calculate any redundancy payments under the new scheme.

- 55.12.2** **Part II:** All new employees employed after 16 October 1996 go to Part II and for existing employees this is the second component of their entitlement.

55.12.2(a) Redundancy payments under the new scheme (clause 55.8).

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.

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

55.13 Other entitlements

55.13.1 Annual leave loading

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

55.13.2 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 Qantas' Long service leave provisions.

55.13.3 Superannuation

Superannuation payments will be in accordance with Company Plan rules, plus full vesting of Qantas' contributions with interest where not already applicable.

55.13.4 Preservation

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

55.13.5 Employee travel

Qantas Staff Travel Policy applies.

55.13.6 Redeployment

55.13.6(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.

55.13.6(b) To Other Ports. Where Qantas 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.

55.13.6(c) An employee who has been declared redundant and who accepts a transfer to another position within Qantas may request retrenchment within 90 days of such transfer, in which case the employee shall receive all entitlements prescribed under this clause.

Provide however that an employee who transfers interstate and is subsequently retrenched in accordance with clause 55.13.6(c) shall not be entitled to any further removal expenses or allowances.

55.13.7 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 Qantas on the employee's last day of employment.

55.13.8 Notification

Qantas shall notify the CES or any successor organisation as soon as possible of relevant information in respect of those employees compulsorily retrenched and arrange visits by CES or any successor organisation to appropriate Qantas premises.

55.13.9 Outplacement services

Qantas will provide outplacement services for all retrenched employees. The level of outplacement services provided will be determined by Qantas in consultation with the CES 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 Qantas.

55.13.10 Financial counselling

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.

Employees who are retrenched will have access to financial counselling.

Where practicable, financial services will be provided to the employee during the period of special paid leave.

Where practicable, this service will be provided on Qantas premises.

55.13.11 Welfare services

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

55.13.12 Appeal rights

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

55.13.13 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.

55.13.14 Savings

Nothing contained within this clause shall reduce any statutory protections in respect to redundancy related arrangements.

55.13.15 Leave of absence

Paid leave at rates defined in clause 55.9 when necessary for employment interviews

55.13.16 Training

Will be discussed under clause 55.2

55.14 Disputes relating to clause 55 will be dealt with in accordance with clause 6 – Dispute Settling Procedure.

56. TRANSMISSION OF BUSINESS

56.1 Where a business is before or after the date of this Workplace Determination transmitted from Qantas (in this clause called "the transmitter") to another employer (in this clause called "the transmittee") and an employee of the transmitter in that business becomes an employee of the transmittee:

56.1.1 The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

56.1.2 The period of employment which the employee has had with the transmitter shall be deemed to be service of the employee with the transmittee.

56.1.3 In this clause "business" includes trade, process, business or occupation and includes part of any such business, and "transmission" include/s transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

57. TOOLS

57.1 Qantas shall provide tools other than those required by Qantas to be provided by the employee. The employee shall be required to replace or pay for any tools so provided if lost or destroyed through his/her negligence.

58. AMENITIES

58.1 Qantas shall provide employees with amenities such as change rooms, showers, washroom etc. and dining/eating facilities of a standard not less than that of the appropriate State Act.

58.2 In each workshop, and at other places where employees are regularly employed Qantas shall provide and continuously maintain at a place or places reasonably accessible to all employees an efficient first-aid outfit.

- 58.3** Compensation to the extent of the damage sustained shall be made where in the course of the work clothing or tools are damaged or destroyed by fire or molten metals or through the use of corrosive substances; provided that Qantas' liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.
- 58.4** All employees shall be provided with overalls or dustcoats and where required other protective clothing or equipment, which shall be provided by Qantas. Such clothing or equipment worn by employees reporting for duty shall be in reasonably clean condition. The employee shall be required to replace or pay for any protective clothing or equipment so provided if lost or destroyed through his/her negligence.
- 58.5** All employees shall wear ear muffs and similar devices issued to them. Such items of equipment shall be replaced or paid for by the employee if lost or destroyed through his/her negligence.
- 58.6** Employees covered by this Workplace Determination shall comply with all relevant safety Legislation.
- 58.7** Where an identification card is required to be exhibited by employees working in specified locations, it shall be provided by Qantas and worn in accordance with the appropriate Government regulations.
- 58.8** Windcheaters or other suitable warm clothing shall be supplied on permanent issue to all employees who are permanently working outside and on temporary issue to employees who work outside occasionally. They shall in both instances remain the property of Qantas.
- 58.9** Where safety boots are necessary for the performance of work they shall be supplied free of charge to the employee, but they shall remain the property of Qantas and must be produced before a second pair is supplied.

59. INDIVIDUAL FLEXIBILITY AGREEMENT

- 59.1 The Company will allow each employee to substitute a Public Holiday.
- 59.2 Clause 26 (Public Holidays) may be varied if an employee makes a request to the Company that a Public Holiday be substituted for another day in accordance with clause 59.1. The Company may agree to the request, provided the employee and the Company genuinely agree to the arrangement, and the employee is better off overall.
- 59.3 If agreement is reached, the terms of the agreement will be outlined in an individual flexibility arrangement. The Company must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Company and employee; and
 - (c) is signed by the Company and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

- (e) states the day on which the arrangement commences.
- 59.4 The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 59.5 The Company or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.
- 59.6 The Company is responsible for ensuring that all of the requirements of clause 59 are met.
- 59.7 The Company must provide copies of all flexibility arrangements made under this clause to the employee's representative, upon request.

APPENDIX A Intentionally left blank

APPENDIX B WAGE RATES, ALLOWANCES ETC**1B.1 WAGE RATES**

The salary rates are as follows:

TABLE 1

Level	Rate of pay first pay period on or after 1 Jan 2011	Rate of pay first pay period on or after 1 Jan 2012	Rate of pay first pay period on or after 1 Jan 2013	Rate of pay first pay period on or after 1 Jan 2014
	\$ per week	\$ per week	\$ per week	\$ per week
1	1064.20	1064.20	1096.12	1096.12
2	1143.23	1143.23	1177.52	1177.52
3	1169.54	1169.54	1204.63	1204.63
4	1257.29	1257.29	1295.01	1295.01
5	1345.16	1345.16	1385.51	1385.51
6	1432.79	1432.79	1475.78	1475.78
7	1520.28	1520.28	1565.89	1565.89
8	1608.16	1608.16	1656.40	1656.40
9	1697.16	1697.16	1748.08	1748.08
10	1789.11	1789.11	1842.78	1842.78
11	1881.79	1881.79	1938.24	1938.24
12	1974.35	1974.35	2033.58	2033.58
13	2066.90	2066.90	2128.91	2128.91
14	2159.81	2159.81	2224.60	2224.60
15	2249.37	2249.37	2316.85	2332.00
16		2361.83	2432.69	2432.69
17				2554.32

1B.2 SUPERVISORY ALLOWANCES**TABLE 2**

	Rate of pay first pay period on or after 1 Jan 2011	Rate of pay first pay period on or after 1 Jan 2012	Rate of pay first pay period on or after 1 Jan 2013	Rate of pay first pay period on or after 1 Jan 2014
Senior LAME 1	\$81.17	\$83.61	\$86.12	\$88.70
Senior LAME 2	\$112.41	\$115.79	\$119.26	\$122.84
MS/ TS	\$224.84	\$231.58	\$238.53	\$245.69
DMM/ DTM/ STS/ CC	\$306.00	\$315.18	\$324.64	\$334.38

MS = Maintenance Supervisor/ TS = Technical Specialist (including Fleet Technical Specialist)

DMM = Duty Maintenance Manager/ DTM = Duty Technical Manager/ STS = Senior (Licensed) Technical Specialist/ CC = Check Coordinator

Note: The allowances for MS and DMMs (etc) were rolled up in EBA 8.

1B.3 PCT TRAINER ALLOWANCES**TABLE 3**

Tier	Rate of pay first pay period on or after 1 Jan 2011	Rate of pay first pay period on or after 1 Jan 2012	Rate of pay first pay period on or after 1 Jan 2013	Rate of pay first pay period on or after 1 Jan 2014
Tier 1	\$34.69	\$35.73	\$36.80	\$37.91
Tier 2	\$63.95	\$65.87	\$67.85	\$69.88

Note: The PCT Trainer Allowance **is not paid** for all purposes. It is a “bolt on” allowance

1B.4 DISABILITY PAYMENTS/ALLOWANCES**TABLE 4**

Allowance	Rate of pay first pay period on or after 1 Jan 2011	Rate of pay first pay period on or after 1 Jan 2012	Rate of pay first pay period on or after 1 Jan 2013	Rate of pay first pay period on or after 1 Jan 2014
Transport	\$7.46	\$7.68	\$7.91	\$8.15
SSP	\$13.61	\$14.01	\$14.43	\$14.87
Disability (construction level 1)	\$0.65	\$0.67	\$0.69	\$0.71
Disability (construction level 2)	\$0.37	\$0.38	\$0.39	\$0.41
Cold Places	\$0.49	\$0.51	\$0.52	\$0.54
Hot Places	\$0.49	\$0.51	\$0.52	\$0.54
Confined spaces	\$0.63	\$0.65	\$0.67	\$0.69
Dirty work	\$0.49	\$0.51	\$0.52	\$0.54
Fuel tanks (no other allowance claimable)	\$5.46	\$5.62	\$5.79	\$5.97
Height	\$0.39	\$0.40	\$0.42	\$0.43
Night soil	\$4.16	\$4.29	\$4.41	\$4.55
Wet places	\$0.49	\$0.51	\$0.52	\$0.54
Insul wool	\$0.58	\$0.59	\$0.61	\$0.63
First Aid	\$12.93	\$13.31	\$13.71	\$14.13
Meal Money	\$10.97	\$11.30	\$11.64	\$11.99
Production Examiner's Approval (All Purpose	\$58.09	\$59.83	\$61.63	\$63.48

Allowance	Rate of pay first pay period on or after 1 Jan 2011	Rate of pay first pay period on or after 1 Jan 2012	Rate of pay first pay period on or after 1 Jan 2013	Rate of pay first pay period on or after 1 Jan 2014
A380 Type training allowance (All Purpose Allowance)	\$133.91	\$137.93	\$142.07	\$146.33
Jetstar Allowance (All Purpose Allowance)	\$89.26	\$91.94	\$94.70	\$97.54

1B.5 A380 EASA CONVERSION ALLOWANCES

TABLE 5- A380 EASA Conversion Allowance

Item	Classification	Rate of pay first pay period on or after 1 January 2011	Rate of pay first pay period on or after 1 January 2012	Rate of pay first pay period on or after 1 January 2013	Rate of pay first pay period on or after 1 January 2014
a)	B1 licensed LAME	\$89.26	\$91.94	\$94.70	\$97.54
b)	B2 licensed LAME	\$22.31	\$22.98	\$23.67	\$24.38
c)	B2 / B1 limited licensed LAME	\$22.31	\$22.98	\$23.67	\$24.38
d)	B2 / B1 licensed LAME	\$89.26	\$91.94	\$94.70	\$97.54

TABLE 6 – EASA CONVERSION ALLOWANCE

Future classification	Rate of pay first pay period on or after 1 January 2012	Rate of pay first pay period on or after 1 January 2013	Rate of pay first pay period on or after 1 January 2014
Full B1 licensed LAME	\$68.96	\$71.03	\$73.16
Full B2 / B1	\$68.96	\$71.03	\$73.16

TABLE 7 – EASA RECOGNITION ALLOWANCE

	Current classification	Rate of pay first pay period on or after 1 January 2012	Rate of pay first pay period on or after 1 January 2013	Rate of pay first pay period on or after 1 January 2014
a)	Mechanical (Airframe/ Engine) LAME	\$22.98	\$23.67	\$24.38
b)	Avionic (Electrical/ Instrument/ Radio) LAME	\$22.98	\$23.67	\$24.38

APPENDIX C TRANSIT/PRE-FLIGHT APPROVALS

1C. TRANSIT/PRE-FLIGHT APPROVALS

1C.1 LAMEs who hold license privileges to perform and certify for maintenance on group 20/21 aircraft may, subject to being suitably trained, perform and certify transits/pre flights on aircraft operated or maintained by Qantas for which they are not appropriately licensed by virtue of the CAOs and CARs. The LAME will:

1C.1.1 Undertake training and perform and certify Transit, Pre-Flight, Ancillary, Terminating and Maint Base Departure checks. Turnaround duties including checking and servicing of hydraulic, engine, IDG/CSD oil levels, tyre pressures and aircraft oxygen systems.

1C.1.2 Undertake training and perform aircraft movement including APU operation and safety precautions.

1C.1.3 Undertake training, perform and certify;

- Replacement of position, navigation and service lights.
- Installation and removal of airborne stretchers and accessories.
- Installation and removal of supplementary power supply for special requirements.
- Installation and removal of supplementary oxygen for special passenger requirements.
- Preparation of the over water flight configuration and restoration to the normal configuration in accordance with data sheets/engineering requirements (excluding removal and installation of seats, galley and emergency lights).

1C.2 Any certification made in respect to Transit/Pre-Flight or servicing duties shall only be made by the Lame actually performing the duties.

1C.3 Certification privilege under a Transit/Pre-flight Authority associated with replenishing aircraft systems, are only for replenishment of a routine nature. Any discrepancy which extends beyond the limits of normal servicing provisions will require the authorised signatory to request the services of an appropriately licensed Aircraft Maintenance Engineer.

1C.4 Should any defect be reported, or disclosed as a result of an inspection, an appropriately licensed LAME must certify for the rectification of the defect.

1C.5 LAMEs who are endorsed on Group 20/21 aircraft and who have the appropriate level of experience will have equal opportunity to Transit/ Pre-Flight training.

1C.6 Transit/Pre-Flight Authorities held under this system remain valid, whilst the engineer remains an employee of Qantas.

1C.7 Transit/Pre Flight procedures require that each LAME be trained in their environment for all the activities included in the Transit/Pre-Flight authority system.

1C.8 The LAME shall be deemed to be competent to perform and certify for duties performed under a Transit/Pre-Flight Authority upon successful completion of checking by an appropriately licensed Senior LAME.

1C.9 Avionics Concept

1C.9.1 To facilitate the introduction of an Avionics trades group Qantas shall provide cross category training to LAMEs endorsed in the Electrical, Instrument or Radio categories. Equal opportunities with respect to such training shall be extended to LAMEs endorsed in the above mentioned categories.

APPENDIX D INDUCTION TRAINING

1D. INDUCTION TRAINING

System of Maintenance

- Management and Supervisory Structure
- Maintenance system
- Information Systems
- Safety Precautions
- Receipt and Dispatch Procedures
- Aircraft/Ground Equipment handling
- Materials handling
- Pre-Flight inspection
- Servicing Tasks
- Engine Ground Running

Computerised Systems

- Basic computers
- Information Systems
- Mainframes
- Engineering Systems
- Terminal operations (including VDUs)

Telex and Facsimile Transmissions

Aircraft and equipment handling

Ground Support Equipment

- General
- Licenses
- Unserviceable Equipment
- Equipment Do's and Do Not's

Marshalling signals

Vehicles

- Transit Vans
- Tow tractor/vans
- Push out tractors
- Fork-lifts
- Fork-lift Rules
- Elevating Platform vehicles

Communications

- Use of Radio
- Phraseology
- Suggested Transmissions
- Miscellaneous Circumstances

- Light signals

Use of Beacons

- Push out Tractor Beacons
- Aircraft Beacons and Navigation Lights.

Aircraft Fuel

- General
- Precautions
- Fuel spills
- General reaction to spills
- Containing Spills
- Clean up of spilled fuel

Aircraft to Aircraft Fuel Tanker

- Draining fuel tanks
- Entering Fuel tanks
- Fuel tank warning tapes.

Basic Fire Drill

APPENDIX E SKILL FLEXIBILITY

1E. SKILL FLEXIBILITY

1E.1 Appendix E deals with skill and trades flexibility negotiated during the award Restructure in 1989. Appendix E calls out additional simple skilling flexibility via training.

Flexibilities are intended to ensure that skills are efficiently utilised in order to provide continuous working and, wherever possible, allow completion of the entire job function.

A LAME shall be required to assist, where agreed, those job functions affecting his/her immediate area.

Employees shall not be required to exercise skill flexibility for which they have not been trained.

For the purpose of this clause "minor" shall mean work that one person could reasonably undertake unassisted, without using specialist equipment.

2E.1 Flexibility of Avionics trades across other trades categories with appropriate training.

LAMES are required to perform the following functions, and in addition to work falling within the Avionics trade, to allow avionics work to be performed:

2E.1.1 Remove and refit panels and access plates to gain access to avionics components. Excluding unassisted fitment of;

- * Panels having special sealing requirements
- * Cold stream fairings
- * Wing to body fairings
- * Load bearing cowls.

2E.1.2 Remove and install minor mechanical components so an avionics responsibility defect can be completed, including generators and IDG's.

2E.1.3 Carry out minor mechanical repairs to avionics system components, including but not limited to:

- * Replacement of earth studs, anchor nuts and wire loom supports.
- * Minor fibreglass repairs.
- * Minor cleaning and-paint stripping of components and parts (this means hand cleaning of components and parts to allow assessment work to be carried out).
- * Carry out minor paint work (brush and aerosol spray only)

2E.3 Flexibility of mechanical trade across the trade categories with appropriate training.

LAMEs are required to perform the following functions in addition to their established trade, being incidental to the work within the mechanical trades in order to allow mechanical tasks to be performed.

- 2E.3.1** Disconnect/reconnect electrical connector plugs when accomplishing a mechanical task, to facilitate and determine the integrity of a mechanical system or installation, except where a specific avionics inspection is required prior to any functional test requirement or reconnection.
- 2E.3.2** Disconnect/reconnect electrical connector plugs to facilitate access to any of the areas to be worked, except where a specific avionic inspection is required prior to any functional test requirement or reconnection.
- 2E.3.3** Bonding checks of nut plats and static probe basis.
- 2E.3.4** Assist with removal and installation of fixed oxygen plumbing and equipment.
- 2E.3.5** Carry out minor paint work (brush and aerosol spray only)
- 2E.3.6** Carry out sheet metal work and minor composite material repairs.
- 2E.3.7** Carry out minor paint stripping and cleaning.

APPENDIX F REMUNERATION CUSTOMER AIRLINE –NON QANTAS TYPES

1F. REMUNERATION – CUSTOMER AIRLINE – NON QANTAS TYPES

The remuneration for certification of non-Qantas type customer aircraft is as follows:

1F.1 LAMEs who have undertaken the necessary training will exercise the customers' certification privileges and administrative requirements. Remuneration will be made only once irrespective of the number of customer airlines, aircraft models, engine series variants or other equipment variations.

Should a variation occur within aircraft models or engine series that constitutes a profound technological change and if that level of technology is relevant to the level of maintenance being undertaken and exceeds the basis upon which the original allowance was related, then the parties may negotiate a variation to the remuneration.

1F.2 Payment

1F.2.1 Payment will only be made whilst the customers' contractual arrangement remains in place at that work location, and whilst the engineer(s) is required to work on the customers' aircraft and is exercising customers' certification privileges. The payment will be made to sufficient engineers as determined by Qantas to provide roster coverage for the combined customers' services.

1F.2.2 In Heavy Maintenance, payment will only be made whilst the customers' aircraft is at that work location, and whilst the engineer(s) is required to work on the customers' aircraft and is exercising customers' certification privileges. The payment will be made to sufficient engineers as determined by Qantas to provide the appropriate roster coverage to meet the contractual turntime.

1F.2.3 If the contract is lost or lapses, or fewer engineers are required due to a substantial reduction in customer service frequency, or the engineer's work location changes, the payment will cease. However, no payment will operate for less than a three month period for those who are rotated on.

1F.2.4 In Heavy Maintenance, if the contract is lost or lapses, or less engineers are required due to a substantial reduction in customer service frequency, or the engineer's work location changes, the payment will cease.

1F.3 Arrangements for allocating payment reduction in the event of a substantial customer frequency reduction will be by discussion at the time, accounting for all relevant circumstances.

1F.3.1 Any ad hoc certification (i.e., one off and not the subject of a fixed term contract or ongoing maintenance or handling) will attract payment for one week for those LAMEs required to certify.

1F.3.2 Any ad hoc certification required by Heavy Maintenance (i.e., one off and not the subject of a fixed term contract or ongoing maintenance or handling) will attract payment for that Maintenance visit only.

1F.4 Payment will be made as a fixed allowance and will not carry any associated benefits such as shift penalties, superannuation, etc.

- 1F.4A** In order to facilitate the efficient and cost effective performance of the customer's work, employees who are required to perform work on the customers' aircraft may be subject to a separate and discrete roster (that is, separate from the roster otherwise applicable to the employee or to the work location at which the employee is based). Such roster will be determined in accordance with the provisions of clause 24.9 of this Workplace Determination.
- 1F.5** In the event that Qantas ceases to operate an aircraft previously referred to as a Qantas type, and Heavy Maintenance secures a contract to perform work for a customer and additional staff are required, those additional licensed engineers would be paid in accordance with clauses 1F.2 to 1F.4 above.
- 1F.6** As this proposal will form the basis of the Company establishing long term and binding contracts with customers, and unless otherwise provided for in this Workplace Determination cannot be the subject of additional claims for benefits and revised terms which add costs.
- 1F.7** In the event that Qantas was to commence operating any of these "non-Qantas" aircraft types, when the LAME holding customer certification privileges obtain license ratings, in accordance with this Workplace Determination, to certify the Qantas aircraft, the customer certification remuneration relevant to that aircraft type would cease and the license rating remuneration for the Qantas operated aircraft would be in accordance with this Workplace Determination.

2F ADMINISTRATIVE RULES - CUSTOMER AIRLINES - NON QANTAS TYPES

- 2F.1** A dual payment will be made in the case of certification of mechanical (airframe, engine and limited other categories) or avionics (electrical, instrument, radio if applicable and limited other categories).
- 2F.2** A single payment will be made in the case of single category certification or in addition to a dual payment to recognise an additional engine manufacturer.
- 2F.3** Certification privileges must be to a standard including at least full transit servicing, defect rectification, MEL application and acquittal, etc. in all required categories. The payment does not apply to handling that does not meet the above standard.
- 2F.4** The allowance will have relevance to existing Workplace Determination rating payments for aircraft of similar technology eg. A310 = B767, A330/A340 = A320.
- 2F.5** Payments for DC10/CF6-50A/TT9D/PW4000 were grandfathered to recipients at 22 September 1998 and made redundant in accordance with clause 2F.5.1 as handling contracts cease on a station by station basis from 1 February 1997. Any new holders of these ratings will be covered by the "Customer Airlines - Non Qantas Types" clause 1F.

2F.5.1 Redundancy under clause 2F.5:

2F.5.1(a) A LAME shall retain rating(s) payment(s) for the types described in 2F.5 at the then current rate, which will be absorbed by increases in the base rate of payment from that time when an alternative licence rating is gained. Where a LAME declines to accept or fails the offered course, payment shall cease.

2F.5.1(b) Further a LAME shall retain the base and rating(s) payment(s) in clause 2F.5.1(a) subject to attending a type training course for an alternative

group 20/21 aircraft when offered by Qantas. Where a LAME declines to accept or fails the offered course, payment shall cease.

- 2F.6** Should a LAME be receiving payments for aircraft ratings by way of this Workplace Determination, no additional payment will be made under the Customer Airlines provision, except in circumstances when the new allowance is greater than the Workplace Determination rating payment where the difference will be paid.

APPENDIX G STAFF DEVELOPMENT

1G. STAFF DEVELOPMENT

1G.1 The employees and ALAEA are committed to a periodic and objective process of encouraging the personal and professional development of LAMEs. The intent of this Staff Development process is to enhance the interaction and consultation between Supervisory levels, Senior LAME and LAME members under his/her supervision in order to identify and/or resolve any issues pertaining to a LAME's personal and professional development.

1G.2 The objective criteria to be considered in the process of Staff Development are set out in Attachment 1 to Appendix G.

ATTACHMENT 1 TO APPENDIX G
STAFF DEVELOPMENT PROGRAM

The implementation of this Staff Development Program for LAMEs is on the following basis:

- a) The objective of the personal development program is to provide feedback to each LAME on his/her career development progression and allows for a full exchange between the LAME and his/her supervisor on their career horizon. This process does not form part of any disciplinary process.

Where necessary, training aspirations will be discussed.

- b) The review, using the attached form will take place once a year with a follow up interview, if required, not later than 6 months after the first interviews.
- c) The interview shall be attended by the LAME, a Senior LAME who has had direct control over the LAME for a majority of the review period and the LAMEs supervisor, where requested.
- d) The LAME will be provided with a copy of the plan and the company's copy will remain confidential.
- e)
 - i) A LAME may lodge a Grievance against a Staff Development Assessment. The grievances concerning Staff Development Assessment shall be heard by a management representative not involved in the original assessment and an ALAEA representative from the port or work area concerned.
 - ii) Any unresolved dispute may be progressed through clause 6 - Disputes Settling Procedure.
- f) The Company shall provide adequate training to personnel required to complete these development assessments prior to the introduction of the Staff Development system.

Name	Position	Comments
Staff Number	To	
Planning Period From		
Team Membership and Participation	Current Evaluation	
	MR RFD	
Attitude		
Dependability		
Co-operation		
Interpersonal skills		
Punctuality		
Production Requirements	MR RFD	
Understanding of work requirements		
Knowledge of sectional requirements		
Strives to achieve deadlines		
Occupational Health and Safety	MR RFD	
Adherence to Company policy and OH&S requirements.		
Awareness of emergency procedures.		
Adherence to housekeeping and waste control practices.		
Communication and Information	MR RFD	
Understands departmental structure		
Readily seeks and shares information and communicates at all levels.		
Documentation and System	MR RFD	
Adequate knowledge of paperwork, documentation and reporting requirements.		
Conversant with departmental systems.		
Completes paperwork in a timely and satisfactory manner.		
MR – Meets Requirements	RFD – Requires Further Development	

Development Planning
Specific Work Targets for Planning Period (where applicable)

Action plan			
What is to be done	By whom	By when	Review date

Staff member's comments

We have discussed and agreed the above Action Plan and noted the Review Date so that we will follow up on the agreed actions.

Signed:
 Staff Member: Date:
 Senior LAME: Date:
 Supervisor: Date:

APPENDIX H LONG SERVICE LEAVE ARRANGEMENTS

1H. LONG SERVICE LEAVE

Clauses 2H to 6H of this Appendix are from the Airline Operations (Qantas Airways Limited) Long Service Leave Award 1999. These provisions are imported into this Workplace Determination and continue to apply. Provided however, that where Qantas policy provides for a greater quantum of long service leave than provided in this Appendix, then the Qantas policy quantum will apply.

2H. ENTITLEMENT TO LEAVE

2H.1 An employee is entitled to long service leave with pay in respect of service with the Company as provided in this Workplace Determination.

2H.2 Entitlement

2H.2.1 Subject to clause 2H.2.5 and clause 1H, an employee is entitled to the amount of long service leave as follows:

2H.2.1(a) Initial entitlement

2H.2.1(a)(i) An employee who has completed fifteen years service with an Company is entitled to thirteen weeks long service leave.

2H.2.1(b) Subsequent entitlement

2H.2.1(b)(i) In respect of each ten years service with the Company completed since the employee last became entitled to long service leave, eight and two-thirds weeks long service leave; or

2H.2.1(b)(ii) On the termination of the employee's employment or his/her death, in respect of the number of years' service with the employer completed since the employee last became entitled to an amount of long service leave, a proportionate amount on the basis of thirteen weeks for fifteen years service.

2H.2.2 If an employee has completed at least ten but less than fifteen years service with the Company and whose employment is terminated:

2H.2.2(a) by the employer for any cause other than serious and wilful misconduct; or

2H.2.2(b) by the employee on account of illness, incapacity or domestic or any other pressing necessity where such illness, incapacity or necessity is of such nature as to justify such termination; or

2H.2.2(c) by the death of the employee, a proportionate amount on the basis of thirteen weeks for fifteen years service.

2H.2.3 In the case of an employee who has completed at least ten but less than fifteen years' service with the Company and whose employment is terminated by the employee, other than as provided in 2H.2.2(b) and 2H.2.2(c), a proportionate amount on the basis of thirteen weeks for fifteen years' service.

2H.2.4 Long service leave will be granted and taken and, except as permitted by this Workplace Determination, payment in lieu will not be made or accepted.

2H.2.5 In the case of an employee whose service with the Company began before 11 May 1964, and whose service would entitle him/her to long-service leave under this Workplace Determination, the amount of long-service leave to which such employee will be entitled will be the sum of the following amounts:

2H.2.5(a) an amount calculated on the basis of thirteen weeks for twenty years' service in respect of:

2H.2.5(a)(i) the period of the employee's service in New South Wales before 1 April, 1963

2H.2.5(a)(ii) such period of the employee's service elsewhere before 11 May 1964, as was under the law applicable to such employee or, in South Australia, under the industrial agreement applicable to the employee, taken into account for the calculation of his/her entitlement to long-service leave; and

2H.2.5(b) an amount calculated on the basis of thirteen weeks for fifteen years' service in respect of the period of his/her service:

2H.2.5(b)(i) in New South Wales on and from 1 April 1963; and

2H.2.5(b)(ii) elsewhere on and from 11 May 1964.

3H. PAYMENT FOR PERIOD OF LEAVE

3H.1 Rate of pay for long service leave

3H.1.1 The rate of payment that an employee on leave will be entitled to will be, in the case of a full-time employee, their actual rate of pay.

3H.1.2 The actual rate of pay is the total amount an employee would receive if he/she were performing his/her ordinary hours of work and shall not include overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances and any other extraneous payment of a like nature.

3H.1.3 In cases where the actual rate of pay varies from week to week as a result of a system of payment by results or other piece work or bonus systems the rate of payment will be calculated by averaging the actual rates of pay, as defined above for each week over the previous three month period.

3H.2.2 Method of Payment

3H.2.1 Payment must be made in one of the following ways:

3H.2.1(a) In advance for the whole of the period when the employee commences the period of leave, at the rate calculated in accordance with clause 3H.1; or

3H.2.1(b) At the same time as payment would have been made if the employee had remained on duty, in which case payment wages must be paid by electronic funds transfer into the employee's bank or approved credit union account.

3H.2.1(c) In any other way agreed between the Company and the employee.

3H.3 Variation to rate of pay whilst on long service leave

3H.3.1 If during the period of leave any Workplace Determination variation occurs which had the employee been at work would have resulted in a change in his/her actual rate of pay (as defined in clause 16) the rate of payment to which an employee on leave shall be entitled will be, as from the date upon which such change would have been operative, such changed rate and if payment has been made in advance to any employee in respect of long service leave the Company will, upon the employee's return to duty, adjust such advance payment to accord with such changed rate of pay to the extent to which the changed rate is applicable.

4H TAKING LONG SERVICE LEAVE

4H.1 Time of taking leave

4H.1.1 Once an employee becomes entitled to long service leave the Company will grant a request for leave as soon as practicable having regard to the needs of the workplace or subject to clause 4H.2, at such time or times as may be agreed between the Company and the employee.

4H.1.2 Subject to the provisions of clause 2H.2.2 of this Workplace Determination, the Company will not be required to grant an employee leave to which the employee has become entitled pursuant to this Workplace Determination until the amount of leave to which the employee has become entitled equals thirteen weeks in respect of his/her first period of entitlement and eight and two-thirds weeks in respect of any subsequent period of entitlement.

4H.2 Notice to take leave

Unless otherwise agreed between the Company and employee, the Company must give an employee at least twenty eight days' notice of the date from which his/her leave is to be taken.

4H.3 Broken leave

Leave shall be granted and taken in one continuous period. The Company and employee may agree that long service leave be taken in not more than three separate periods in respect of the first thirteen weeks entitlement, and in not more than two separate periods in respect of any subsequent period of entitlement.

4H.4 Holidays and annual leave

The long service leave prescribed by this Workplace Determination is exclusive of annual leave but is inclusive of all other holidays occurring during the taking of any period of long service leave.

4H.5 Payment on termination for leave not taken

4H.5.1 Where the employment of an employee is terminated otherwise than by his/her death and any long-service leave:

- to which the employee was entitled has not been taken; or
- accrues to the employee upon such termination the Company shall forthwith pay to the employee in full the amount in respect of such leave calculated as

at that date of the termination in the manner set out in clause 3H.1 less any amount already paid to the employee in respect of that leave.

4H.5.2 Where an employee dies and any long-service leave:

- to which the employee was entitled has not been taken; or
- accrues upon termination of the employment by reason of his/her death the Company shall upon request by the employee's personal representative pay the employee's personal representative in full the amount in respect of such leave calculated as at the date of the death of the employee in the manner set out in clause 3H.1 less any amount already paid to the employee in respect of that leave.

4H.6 Long service leave in advance

4H.6.1 The Company may agree with an employee to allow long service leave to such employee before the right has accrued. Where leave is taken in advance, the employee is not entitled to any further leave or to payment in lieu thereof for the period in respect of which such leave was taken before it accrued and became due.

4H.6.2 If long service leave has been granted to an employee pursuant to clause 4H.6.1 and the employment is subsequently terminated, the Company may deduct from whatever monies are payable upon the termination of the employment such amount as represents payment for any period for which the employee has been granted leave to which the employee was not entitled at the date of termination of his/her employment.

5H. CALCULATING SERVICE

5H.1 Service entitling to leave

5H.1.1 The service of an employee with the Company means the period during which the employee has served with the Company under an unbroken contract of employment. The contract of employment is not broken by reason only of any interruption or determination, if the interruption or determination:

- 5H.1.1(a)** has been made by the Company with the intention of avoiding any obligation imposed by this Workplace Determination or by State law dealing with long service leave; or
- 5H.1.1(b)** has arisen directly or indirectly from an industrial dispute, if the employee returns to duty with the same Company in accordance with the terms of settlement of the dispute; or
- 5H.1.1(c)** has been made by the Company for reason of slackness of trade, if the employee is re-employed by the Company within six months of such interruption or determination; or
- 5H.1.1(d)** has been made by the Company for any other reason if the employee is re-employed by the Company within two months of such interruption or determination.

- 5H.2** The period during which the employment has been interrupted or determined will not, except when due to the reasons referred to in 5H.1.1(a), be taken into account in calculating the period of service.
- 5H.3** Where an employee has entered or enters into a contract of employment with the Company within a period of twelve months after the completion of an apprenticeship with the Company the period of apprenticeship will be taken into account for the purpose of calculating the period of the employees service with the Company under that contract of employment.
- 5H.4** Any period of service as a member of the naval, military or air forces (other than as a member of the permanent forces) of the Commonwealth of Australia, will be deemed to be service with the Company by whom the employee concerned was last employed before the employee commenced to serve as such member.

6H. BENEFITS TO BE BROUGHT INTO ACCOUNT

- 6H.1** Any long service leave allowed or payment in lieu made before 5 December 1977 will be taken into account and will be deemed to have been leave granted and taken in satisfaction of leave due under this Workplace Determination.
- 6H.2** In the case of leave with pay, to the extent of the period of such leave; and
- 6H.2.1** In the case of payment in lieu, to the extent of a period of leave equivalent to the amount of the payment at the date leave was granted.

APPENDIX I HEAVY MAINTENANCE ROSTERS

Agreed available rosters in accordance with clause 42

SYSTEM OF PAYMENT

Paid fortnightly - 76.00 Average standard hours (base) and Penalty hours as per Attachment 3.
 Shift penalty hours to be deducted on actual basis for leave in accordance with Attachment 2.
 Average penalty will be paid as loading for annual leave.
 Allowances, such as Transport and Special Penalty, are to be paid as they occur.

	Clause 42.6.1 - 9.5 hour roster	Clause 42.6.2 - 9/12 hour shift	Clause 42.6.3 - 6 day roster
ENTITLEMENTS	<p>Annual leave entitlement: 190 hours per annum.</p> <p>Public holiday entitlements will be in accordance with the DIL weighted average shift length in Attachment 3.</p> <p>Unsubstantiated sick leave = 22.8 hours.</p>	<p>Annual leave entitlement: 190 hours per annum.</p> <p>Public holiday entitlements will be in accordance with the DIL weighted average shift length in Attachment 3.</p> <p>Unsubstantiated sick leave = 22.8 hours.</p>	<p>Annual leave entitlement: 152 hours per annum.</p> <p>Public holiday entitlements will be in accordance with the DIL weighted average shift length in Attachment 3.</p> <p>Unsubstantiated sick leave = 22.8 hours.</p>
ROSTER INFORMATION	<p>The roster pattern is made up of 9.5 hour shifts accumulating 76 hours over a 2 week cycle.</p> <p>This roster does not accrue 20th days.</p> <p>Refer Attachment 3 for roster pattern and calculations details.</p>	<p>The roster pattern is made up of 9 and 12 hour shifts accumulating 114 hours over a 3 week cycle.</p> <p>This roster does not accrue 20th days.</p> <p>Refer Attachment 3 for roster pattern and calculations details.</p>	<p>The roster pattern is made up of 10 and 12 hour shifts accumulating 114 hours over a 3 week cycle.</p> <p>This roster does not accrue 20th days.</p> <p>Refer Attachment 3 for roster pattern and calculations details.</p>
DAYS IN LIEU	<p>Days in Lieu of Public holidays (DIL) are credited to employees and may be taken as time off or can be paid out, subject to the operation of clause 43.1.</p> <p>Days in Lieu balances accrued prior to the introduction of an extended hours roster identified in this clause will be either paid out when roster transition takes place, or rolled into the Day Off Bank in accordance with clause 43.1.4 (b), at the election of the employee. Any DILs paid out will not include any shift penalties because they have been accrued under actual pay.</p>		

<p>PUBLIC HOLIDAYS</p>	<p>The length of a Public holiday is determined by the Shift Averaging Calculator – refer to “DIL Weighted Avg Shift Length” in Attachment 3.</p> <p>Based on the roster, it has been determined that each employee will be granted a certain number of DIL’s per year, and be paid Public holiday penalties for other public holidays in each year. The amount of each category is identified below. The public holiday penalties are incorporated into the averaging calculations and form part of “Penalty Hours per Week” detailed in Attachment 3.</p> <p>To calculate the Penalty Hours per week, penalties for 11 shifts have been deducted from the roster (10 week days M-F and 1 Saturday) and penalties for 11 Public holidays have been included back into the total penalty calculation to determine the “Penalty Hours per Week”.</p> <p>When an employee takes a Day in Lieu there will be no penalty deducted. The full average shift penalty will be paid for that particular fortnight regardless of what day is taken. This allows the employee the flexibility to take a Public holiday, Saturday or Sunday off as Time in Lieu without deduction in penalty.</p> <p>When an employee elects to be paid out for Time off in Lieu, the employee will be paid the balance of hours remaining at average shift penalty rate. This is in addition to the average shift penalties for the pay period in which the Time off in Lieu is paid out.</p> <p>If a Public holiday is a nominated payment day (see Attachment 1) and it is a rostered on day during annual leave, then the Public holiday will be counted as an annual leave day. If the day was rostered off, then no action is taken.</p> <p>If a Public holiday is a nominated DIL day (see Attachment 1) and it is a rostered on day during annual leave, then the Public holiday will be counted as an annual leave day and DIL time will be credited. If rostered off, DIL time will be credited.</p>		
	<p>DIL’s granted: 6</p> <p>DIL penalties incorporated into wage average penalty: 5</p> <p>It has been agreed to round up the 4.5 DIL’s entitlements to 6 DIL’s (refer Attachment 3).</p> <p>When a Public holiday occurs, the employee will be credited with a DIL (9.5 hrs time off in lieu) for the 6 days designated as DIL’s in the schedule of Public holidays in Attachment 1.</p>	<p>DIL’s granted: 6</p> <p>DIL penalties incorporated into wage average penalty: 5</p> <p>It has been agreed to round up the 4 DIL’s entitlement to 6 DIL’s (refer Attachment 3).</p> <p>When a Public holiday occurs, the employee will be credited with a DIL (9.2727 hrs time off in lieu) for the 6 days designated as DIL’s in the schedule of Public holidays in Attachment 1.</p>	<p>DIL’s granted: 4</p> <p>DIL penalties incorporated into wage average penalty:0</p> <p>It has been agreed to use 4 DIL’s (refer Attachment 3).</p> <p>When a Public holiday occurs, the employee will be credited with a DIL (10.6500 hrs time off in lieu) for the 4 days designated as DIL’s in the schedule of Public holidays in Attachment 1</p>
<p>PAYMENT OF LEAVE (OTHER THAN ANNUAL LEAVE)</p>	<p>Leave will be taken in hours and shift penalty will be deducted for such absences on an actual penalty incurred basis. This is applicable to all leave types specified in Attachment 2.</p> <p>Leave without pay is subject to Manager approval and dependent on operational constraints.</p>		

ATTACHMENT 1 TO APPENDIX I

PUBLIC HOLIDAYS

New South Wales	
Holiday	Accrual
New Years Day	DIL
Australia Day	Payment
Good Friday	DIL
Easter Saturday	Payment
Easter Monday	DIL
ANZAC Day	Payment
Queen's Birthday	DIL
[Other]	Payment
Labour Day	DIL
Christmas Day	Payment
Boxing Day	DIL

Victoria	
Holiday	Accrual
New Years Day	DIL
Australia Day	Payment
Good Friday	DIL
Easter Saturday	Payment
Easter Monday	DIL
ANZAC Day	Payment
Queen's Birthday	DIL
[Other]	Payment
Labour Day	DIL
Christmas Day	Payment
Boxing Day	DIL

Queensland	
Holiday	Accrual
New Years Day	DIL
Australia Day	Payment
Good Friday	DIL
Easter Saturday	Payment
Easter Monday	DIL
ANZAC Day	Payment
Queen's Birthday	DIL
[Other]	Payment
Labour Day	DIL
Christmas Day	Payment
Boxing Day	DIL

Queensland/Vic 6 day roster only	
Holiday	Accrual
New Years Day	Not included
Australia Day	Not included
Good Friday	DIL
Easter Saturday	Not included
Easter Monday	DIL
ANZAC Day	Not included
Queen's Birthday	DIL
[Other]	Not included
Labour Day	DIL
Christmas Day	Not included
Boxing Day	Not included

Each employee is allocated 11 Public holidays as listed above.

In using a prearranged schedule each employee is advised of the DIL allocation due date. Each DIL will be granted at the "DIL weighted average shift length" – refer Attachment 3.

ATTACHMENT 2 TO APPENDIX I

Refer to the following table to determine if Actual Shift Penalties should be deducted for employees paid under Wage Averaging. The Payroll system (PARIS) will automatically pay or not pay Transport, Special Penalties and Multi-Start Allowances

Leave Type Code	Description	TSEPAY Code	Deduct Actual Shift Penalties	Loss of Transport	Loss of Special Penalty	Loss of Multi-Start
20	20th Day	20DAY	No	Yes	Yes	Yes
AB	Absent	ABSNT	Yes	Yes	Yes	Yes
AF	After Posting	AFTER	Yes	Yes	Yes	Yes
AL	Annual Leave#	A/LVE	No	Yes	No	No
BF	Before Posting	BEFOR	Yes	Yes	Yes	Yes
BL	Long Service Leave	LSL	Yes	Yes	Yes	Yes
CR	Compulsory Redundancy					
DF	Defence Leave	DEFNC	Yes	Yes	Yes	Yes
DR	Day Release	D/REL	Yes	Yes	Yes	Yes
EL	Leave Without Pay	LWOP	Yes	Yes	Yes	Yes
EM	Training with Transport	EMTRN	No	No	No	Yes
EX	Examination Leave	EXAM	Yes	Yes	Yes	Yes
IL	Day in Lieu	RDOPH	No	Yes	Yes	Yes
IM	Day in Lieu (C)	RDOPH	Yes	Yes	Yes	Yes
MP	Paid Maternity Leave	PDMAT	Yes	Yes	Yes	Yes
MT	Maternity Leave	MATER	Yes	Yes	Yes	Yes
OB	Leave Bank	L/BNK	Yes	Yes	Yes	Yes
OC	On Coy Service	O.C.S	No	Yes	Yes	Yes
SD	Stand-Down 7Day Shift Workers	SDOWN	Yes	Yes	Yes	Yes
SH	Short Shift	SHORT	Yes	Yes	Yes	Yes
SK	Skills Training	SKILL	No	Yes	No	Yes
SL	Sick Leave	SICK	Yes	Yes	Yes	Yes
SM	PLT Add. Sick Leave					
SO	Stop Work	STOP	Yes	Yes	Yes	Yes
SP	Special Leave	SPECL	Yes	Yes	Yes	Yes
ST	Strike	STRKE	Yes	Yes	Yes	Yes
TA	In Lieu of Apprentice Tech	TECLU	Yes	Yes	Yes	Yes
TK	Apprentice Tech	TECH	Yes	Yes	Yes	Yes
TL	In lieu of Skills Tr	TRNLU	No	Yes	No	Yes
TR	Training	TRAIN	No	Yes	No	No
UA	Unactioned Absence	UNABS	Yes	Yes	Yes	Yes
UC	Union Courses	UNION	No	No	No	Yes
US	Unpaid Sick Aircrew	UPSK	Yes	Yes	Yes	Yes
UW	W/Comp Pending Claim	WCPND	Yes	Yes	Yes	Yes

Annual Leave premium is paid in lieu of Average Shift Penalty. This is to allow for the \$320 tax-free component to be applied.

APPENDIX J

QANTAS TYPES – POINTS TABLE

LAME POINTS TABLE

This table specifies the points applicable to LAME Mechanical (Airframe and Engine) and LAME Avionic (Electrical, Instrument and Radio) licenses.

737-300/400		
MECH	AV	
Airframe	2 Elec	2
Engine (CFM56)	2 Ins	2
	Rad*	(10)

737-600/700/800		
MECH	AV	
Airframe	2 Elec	2
Engine (CFM56-7)	2 Ins	2
	Rad*	(10)

767		
MECH	AV	
Airframe	2 Elec	2
Engine (CF6-80C2)	2 Ins	2
	Rad*	(10)
(RB211-52)	2	

747-400		
MECH	AV	
Airframe	2 Elec	2
Engine (CF6)	2 Ins	2
	Rad*	(10)
(RB211-52)	2	
ER	1	ER 1

747-2/300		
MECH	AV	
Airframe	2 Elec	2
Engine (RB211 - L)	2 Ins	2
	Rad*	(10)

A330		
MECH	AV	
Airframe	2	Elect/ Inst/ Radio 5
Engine	2	
Core	1	Rad* (10)

* NB – An Avionics LAME will receive 10 points for their first Radio license, irrespective of type. No subsequent Radio license will receive any additional points.

744/767 Engine license notes:

- 1 A LAME who possesses a license endorsement on the 767 CF6 engine and has received points for it in accordance with the table above, who subsequently gains a license endorsement on the 747-400 CF6 engine will receive no additional points.
- 2 A LAME who possesses a license endorsement on the 767 RB211-524 engines and has received points for it in accordance with the table above, who subsequently gains a license endorsement on the 747-400 RB211-524 engine will receive no additional points.
- 3 A LAME who possesses a license endorsement on the 747-400 CF6 engine and has received points for it in accordance with the table above, who subsequently gains a license endorsement on the 767 CF6 engine will receive no additional points.
- 4 A LAME who possesses a license endorsement on the 747-400 RB211-524 engines and has received points for it in accordance with the table above, who subsequently gains a license endorsement on the 767 RB211-524 engine will receive no additional points.
- 5 Notwithstanding notes 1-4 above, Where a LAME possess a license endorsement on the 767 CF6 and RB211-524, and the 747-400 CF6 and RB211-524 (ie all 4 engines), they will receive one additional point.
- 6 The maximum points a Mech LAME can achieve for both the 747 and 767 Airframe and Engine categories is 10, broken up as follows:

767 A/F 2 points
 744 A/F 2 points
 744/767 CF6 2 points
 744/767 RB211-524 2 points
 ER 1 point
 All 4 Engines 1 point
 10 points total

A330 Mechanical notes

- 1 A full Mechanical license endorsement on the A330 can never grant more than 5 points to the relevant LAME.
- 2 A LAME who possesses a license endorsement in either A330 Airframe or Engine only will receive 3 points (2 points for category, 1 point for core)
- 3 A LAME trained in a single category (as per Note 2) who subsequently receives training in the other category, will receive an additional 2 points (up to the total of 5).

A380

Provisions for A380 licenses are contained in Clause 44 - Introduction of the A380

APPENDIX K SENIOR LAME DUTIES, RESPONSIBILITIES

1K.1 Introduction

The duties of activities of Senior LAMEs encompass a greater involvement in business management, cost control and staff development issues.

Senior LAME Structure:

Senior LAME 1
Senior LAME 2

Progression to Senior LAME 1 or 2 will be upon completion of the approved training. The approved training shall be provided to a Senior LAME within four weeks of commencement.

Employees appointed to the position of Senior LAME will commence Senior LAME 1 and upon satisfactory completion of the approved training will move to the appropriate level for the defined position.

Employees required to perform higher duties as a Senior LAME shall be required to undertake and shall be provided with the approved training.

1K.2 Senior LAME Definitions

Line Maintenance:

Senior LAME 1 - Means a LAME who is primarily, but not exclusively, required to lead and supervise a group of employees in a single trade stream performing aircraft maintenance activities in an area having, a three tier supervisory structure. A Senior LAME 1 will be required to exercise the full range of functions and accountabilities as outlined in the clause 1K.3.

Senior LAME 2 - Means a Senior LAME working under the supervision of a Maintenance Coordinator or Maintenance Supervisor, who in addition to the responsibilities outlined for the Senior LAME 1 is required to carry out further responsibilities linked to the planning and co-ordination of work performed by groups of people from multiple trade streams. This will also include individuals who have supervisory responsibility for all engineering functions, activities and personnel in minor ports.

The application of the classification will be applied as follows;

* Minor ports - (Station Engineer) Canberra, Townsville, Hobart, Alice Springs, Gold Coast.

* Sydney Domestic Terminal and Melbourne, Brisbane, Adelaide, Perth, Cairns, Darwin.

* in accordance with clause 16.14 of this Workplace Determination

Heavy Maintenance:

Senior LAME 2 - means a Senior LAME employed in Sydney or Melbourne Heavy Maintenance Departments who under the direction of a Maintenance Co-ordinator and/or Maintenance Supervisor is required to exercise the full range of functions and accountabilities as outlined in clause 1K.3.

The responsibilities include control, supervision and coordination of multiple trade streams for LAMEs, AMEs and apprentices in their assigned area to ensure production schedule requirements are met. They also include the:

- * control and estimation of man-hours for work packages
- * co-ordination and handover of team assignments
- * work plan allocations, organisation and prioritisation
- * use of project management systems

1K.3 SENIOR LICENSED AIRCRAFT ENGINEER DUTIES

Production Requirements:

SUPERVISION OF WORK

- The Senior Lame is responsible for the supervision of work carried out by persons under their control.
- Control, supervise and Co-ordinate the activities in the assigned area to ensure that work to be completed is performed efficiently.
- Meet serviceability requirements and production schedule requirements
- Coordinate work activities with other teams to achieve on time departure milestones.

MANAGE WORK PLANS

- Manage the work plan and achieve the target for completion on time.
- Understand work priorities and ensure trades persons are aware of what is required to achieve necessary targets.
- Know where the problems are, what actions have been or are being taken and what needs to be done to avoid the problem in the future.
- Communicate with supervision when difficulties arise which may impact on achievement of the targets.

ACCURATE REPORTING INCLUDING HANDOVERS

- Monitor the progress of work being done
- Maintain accurate Information of technical status of aircraft under your responsibility including handovers.

QUALITY CONTROL OF WORK UNDER SNR LAME CONTROL

- Quality control
- Ensure presentation of aircraft meets Qantas / Customer requirements

DOCUMENT CO-ORDINATION

- Ensure completed documents are processed in accordance with company procedures, including aircraft tech log and maintenance release. manual or computer based maintenance systems.

STANDARDS PROCEDURES AND POLICY CONTROL

- Ensure company maintenance procedures, are followed.
- Have a sound understanding of company and customers Policies, Procedures and objectives pertinent to the area of responsibility.
- Adhere to customer invoicing procedures.

CONTROL OF ALLOCATED RESOURCES

- Supervise, control and monitor manpower and work activities in the area of responsibility.
- Seek advice when defect rectification or limitations exceed maintenance specification.
- Ensure all personnel under Senior LAME's control utilise associated data entered into manual and computer based management systems.
- Control task card allocation
- Work plan allocation, Organisation and prioritisation.
- Co-ordinate and organise resources allocated to meet the production schedule milestones.
- Liaise with other trade groups, in conjunction with supervision if required, to ensure the correct scheduling of trade skills and the co-ordination of work flow in area.
- Advise supervision where staff numbers are insufficient, or in excess, of production requirements.
- Monitor and control punctuality.
- Monitor absenteeism specifically for trends or excess. Report where required.
- Create a working environment of co-operation.

CONTROL AIDS TO PRODUCTION

- Implement production and efficiency improvements
- Optimise use of free issue in regards to material and parts.
- Control requisitioning of aids to production and restricted items.
- Monitor and control abuse and loss of equipment.

CONTROL AND ESTIMATION OF MAN-HOURS

- Ensure job costing time sheets are submitted on time.
- Control of productive and non productive man-hours.
- Request overtime hours. Monitor and control manning levels to match requirements.
- Provide and authorise man-hour quotations or estimates of Qantas or Customer work for aircraft defects.
- Update remaining man-hours on tasks to ensure the manual and computer based project management system shows true status of outstanding work.

PROJECT MANAGEMENT SYSTEMS

- Ensure reports of manual and computer based project management systems are a true reflection of the current status and any discrepancies removed.
- Instruct and monitor team members on the use of manual and computer based management systems.

EFFECTIVE PRODUCTION PLANNING

- Monitor and assess assigned plan, critical paths and milestones to achieve production requirements.
- Feedback via supervision to production planning of outstanding work for next shift and any problem where aircraft serviceability targets / milestones may not be met.
- Accomplish the production objectives and milestones by accurately assessing resources required to achieve production plan.
- Take appropriate action on any critical job areas to ensure maintenance schedule is met.
- Highlight problems that are not readily solved, or require extra resources to the supervision.

PRODUCTION COMMUNICATION

- Communicate with supervision and provide feedback to team or crew members.
- Liaise with support groups as required
- Produce a timely and accurate shift handover.
- Participate in production meetings as required.

CONTROL OF COMPONENTS, PARTS AND DOCUMENTATION PROCEDURES

- Ensure that staff adhere to unserviceable parts documentation procedures.
- Monitor parts and components status at repair.
- Document and control cannibalisation of parts.
- Ensure that parts are stored correctly in accordance with regulatory requirements.

INITIATION OF INSURANCE AND WARRANTY CLAIMS

- Ensure insurance / warranty claims are initiated, and brought to the attention of the supervisor.

ASSET CONTROL

- Carry our asset control as directed by supervision.

1K.4 Staff Development:

GENERAL

- Carry out induction of new employees in accordance with the corporate program.
- Report any personnel problems to Supervision and follow up on solutions.
- Ensure that policies are communicated effectively to your employees both initially and on a recurrent basis as required.
- Understand and apply company policy regarding Welfare, Harassment and Equal Opportunity.

- Ensure harassment issues are treated with strict confidentiality.
- Have a general understanding of awards, conditions, and Union coverage applying in your area.
- Identify and report potential industrial problems in the work place to supervision.

STAFF DEVELOPMENT / PERFORMANCE MANAGEMENT

- Participate in staff development assessment procedure on personnel including apprentices under your control in accordance with departmental requirements, and in conjunction with supervision.
- Assist Supervision in the formal counselling of employee to correct problems not resolved through feed back or informal counselling
- Intervene with appropriate measures when performance is unsatisfactory.
- Provide informal counselling in the way of feed back. Set standards expected and follow up on performance. The use of diary notes is acceptable.
- Provide corrective feedback to ensure your team meets goals and performance targets.
- Jointly establish employee goals and objective's and performance indicators with your supervision. Communicate them to your team members.

PERFORM AS AN EFFECTIVE LEADER OF YOUR TEAM

- Perform as an effective member of Supervision team.
- Perform as an effective leader of own team.
- Communicate effectively with other teams.
- Create a positive working environment of cooperation and team work.
- Communicate company and departmental objectives and information to crew as required.
- Lead by example.

APPRENTICE TRAINING AND COMPETENCY ASSESSMENTS

- Carry out apprentice competency assessment and complete documentation.
- Discuss assessment with apprentice and provide feedback.

TRAINING

- Identify and make recommendations of the training needs for staff to supervision.
- Provide training on support equipment as required.

SAFETY

- Promote a safe area by ensuring compliance with statutory obligations and Corporate Policies and Procedures relating to O. H. & S. and Engineering and Maintenance Policies.
- Report to supervision any problem on O. H. & S., and fire control that may effect personnel and the efficient operation of the team.
- Ensure staff are familiar with emergency procedures relating to work safety.
- Ensure adherence to all environmental controls, including pollution and waste control.
- Maintain and promote good housekeeping standards and safety precautions.
- Monitor equipment abuse and ensure unserviceabilities are addressed and reported.
- Initiate the Accident / Incident reports.

SECURITY

- Promote security, assets and information.
- Ensure that identification cards are worn at all appropriate times.
- Lead by example regarding security awareness.
- Adhere to procedures implemented within your area of responsibility to prevent loss of company goods and equipment, or damage to assets.
- Ensure that all corporate departmental and sectional policies and procedures are followed.

B. This workplace determination shall operate from the first pay period on or after 23 January 2012 and will continue in force until 31 December 2014.



VICE PRESIDENT WATSON

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