

AG837895 PR954228

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

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

Australian Licenced Aircraft Engineers Association, The
and

Skywest Airlines Pty Ltd
(AG2004/8620)

SKYWEST AIRLINES ENGINEERS AGREEMENT 2004

Airline operations

COMMISSIONER RAFFAELLI

SYDNEY, 20 DECEMBER 2004

CERTIFICATION OF AGREEMENT

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

This agreement shall come into force from 20 December 2004 and shall remain in force until 19 December 2005.

BY THE COMMISSION:



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**SKYWEST AIRLINES PTY LTD CERTIFIED AGREEMENT 2004
THE AUSTRALIAN LICENSED AIRCRAFT ENGINEERS
ASSOCIATION
and
SKYWEST AIRLINES PTY LTD
SKYWEST AIRLINES PTY LTD CERTIFIED AGREEMENT 2004**

1 TITLE AND ARRANGEMENT

This Agreement shall be known as the **Skywest Airlines Engineers Agreement 2004.**

1	Title and Arrangement	1
2	Application	1
3	Date and Period of Operation	1
4	Relationship to Parent Award	1
5	"Z" Days.....	2
6	Wage Rates.....	2
7	Shift Changeover Times	2
8	Public Holidays	2
9	Family and Carer's Leave	2
10	No Extra Claims.....	2
11	Avoidance of Industrial Disputes.....	2
12	Industrial relationship.....	3
13	Long Service Leave	3
14	Allowances	3
15	Joint Consultative Committee	3
16	Commitment to Commence Negotiations.....	4
17	Hours - Shift Work	4
18	Signatories	5
19	Appendix "A" – Rates of Pay	6
20	Appendix "B" - Licence Payment	7

2 APPLICATION

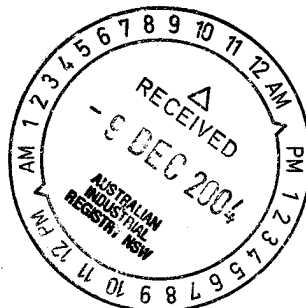
This Agreement is binding upon Skywest Airlines Pty Ltd (the employer), the Australian Licensed Aircraft Engineers Association and those employees of the employer covered by the Skywest Airlines Pty Ltd Aircraft Engineers' Award 2001 (the Award) [AW806871].

3 DATE AND PERIOD OF OPERATION

This Agreement shall come into effect on the date of its certification by the Australian Industrial Relations Commission and shall operate for a period of twelve months from certification.

4 RELATIONSHIP TO PARENT AWARD

Except as varied by this Agreement, the provisions of the Award and the Skywest Airlines Pty Ltd Certified Agreement 1995 and the Skywest Airlines Pty Ltd Certified Agreement 1996 shall apply.



5 "Z" DAYS

The parties agree that any entitlement to "Z" days was previously withdrawn as part of the 2003 restructure and they do not form part of this Agreement and therefore continue to be withdrawn.

6 WAGE RATES

- 6.1 Subject to this Agreement, wages and wage related allowances will increase as follows:
- (a) 4.5% effective from 1 August 2004:
 - (b) 3% effective from 1 July 2005.
- 6.2 The actual wage rates that shall apply from the agreed dates are set out in the appendices to this Agreement.

7 SHIFT CHANGEOVER TIMES

In order to comply with CASA requirements, Shift Coordinators shall have staggered starting and finishing times of up to thirty minutes either side of the change of shift to allow an adequate hand over.

8 PUBLIC HOLIDAYS

The parties agree that Clause 18 of the Award shall be varied to delete non-applicable public holidays that apply to some States, e.g. Regatta Day (Hobart).

9 FAMILY AND CARER'S LEAVE

The parties agree that Clause 39 of the Award shall have application concerning family/carers leave entitlements under the Agreement.

10 NO EXTRA CLAIMS

- 10.1 It is a term of this Agreement that the parties will not pursue any extra claims, award or over-award, for the life of this Agreement except that the parties reserve the right to apply to re-open the relevant clauses of the agreement should any changes occur in the Civil Aviation Regulations and/or Orders which affect such clauses of this agreement.
- 10.2 It is also agreed between the parties that for the duration of this Agreement there will be no application of any increases pursuant to National Wage Case or similar decisions.

11 AVOIDENCE OF INDUSTRIAL DISPUTES

The parties to this Agreement shall observe the Procedures for Avoiding and Resolving Disputes under Clause 22 of the Award.

12 INDUSTRIAL RELATIONSHIP

The employer confirms that it has no intent to seek removal of or reduction to current employment conditions in Awards and documented agreements other than by a process of negotiations with, and consent by, the ALAEA and employees.

The parties recognise that this Agreement results from a process of collective bargaining, which will continue throughout the life of this Agreement.

13 LONG SERVICE LEAVE

The parties agree that Clause 23 of the Award shall be varied to reflect the increase in long service provision under this Agreement.

- 13.1 From 1 July 2005, accruals for long service will be at the rate of thirteen (13) weeks for every ten (10) years of service.
- 13.2 The increased rate of accrual prescribed in subclause 13.1 will not apply on a retrospective basis.

14 ALLOWANCES

The parties agree that the following allowances shall apply

- 14.1 a flat rate of Overnight Travel Allowance of \$90.00 per night will apply for time spent away from home in Australia.
- 14.2 a flat rate Daily Travel Allowance of \$60.00 per working day will apply for Bali (Indonesia). Engineers travelling to Bali are entitled to all in-flight meals on Company aircraft.
- 14.3 The parties will negotiate appropriate rates to apply for other overseas location if/when the situation arises

15 JOINT CONSULTATIVE COMMITTEE

A Joint Consultative Committee (JCC) will be established to provide for consultation on ongoing issues pertaining to the terms and conditions of employees covered by this Agreement.

Items for consideration by the Joint Consultative Committee during the period of this agreement will include but are not limited to:

- Investigation of the feasibility of introducing in the next agreement an aggregate wage structure
- Schedule for completion of training on F100 for all employees
- Possibility of introducing a Profit Sharing Scheme or similar
- Assessment of payment of Allowances
- Assessment of payment of extra duties including CRM, Simulator, Trainer/Instructor
- Assessment of the possibility of increasing Company superannuation contributions to 11%
- Possibility of high capacity payments for F50
- Consideration of parity issues concerning Skywest Airlines and other appropriate airlines
- Assessment of the introduction of a Training Bond arrangement
- Overtime bidding
- Performance Review process

16 COMMITMENT TO COMMENCE NEGOTIATIONS


The parties commit to commence negotiations with regard to a new collective agreement no later than three (3) months prior to nominal expiry date of this agreement.

The parties agree to endeavor to reach an agreement of any new negotiations with regard to the next agreement prior to the expiration of the current agreement.

17 HOURS - SHIFT WORK

The current shift pattern of 10.86 hours per shift shall continue for the life of this agreement and shall only be varied in accordance with Award clause 42. Facilitative Provisions.

18 SIGNATORIES



Signature

For and on behalf of the
Employees

WAYNE UTTING.

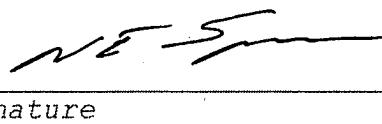
Name of Signatory

Shift Supervisor Union Rep.

Position of Signatory

30. 11. 04.

Date



Signature

For and on behalf of the
Australian Licensed
Aircraft Engineers

NOEL SPEERS


Name of Signatory

INDUSTRIAL OFFICER

Position of Signatory

8 December 2004

Date



Signature

For and on behalf of
Skywest Airlines Pty Ltd.

Lisa Monahan

Name of Signatory

Human Resources and Industrial Relations Manager

Position of Signatory

30 November 2004.

Date

19 APPENDIX "A" – RATES OF PAY

Clause 11 of the Award shall be varied to reflect the increases applicable under this agreement. The following rates of pay shall apply as per the classification structure.

CLASSIFICATION	Rate of pay per week	
	As at August 1, 2004	As at July 1, 2005
AIRCRAFT MAINTENANCE ASSISTANT Grade II		
0 – 6 months of employment	535.98	552.06
6 – 12 months of employment	546.59	562.98
12 months of employment and over	557.19	573.91
AIRCRAFT MAINTENANCE ASSISTANT Grade I		
0 – 6 months of employment	564.93	581.87
6 – 12 months of employment	580.86	598.29
12 months of employment and over	594.08	611.90
AIRCRAFT MAINTENANCE ENGINEER Grade II		
0 – 6 months of employment	594.40	612.23
6 – 12 months of employment	607.62	625.84
12 months of employment and over	620.63	639.24
LICENSED AIRCRAFT MAINTENANCE ENGINEER Grade V		
0 – 6 months of employment	598.99	616.96
6 – 12 months of employment	622.25	640.91
12 months of employment and over	645.91	665.29
LICENSED AIRCRAFT MAINTENANCE ENGINEER Grade IV		
0 – 6 months of employment	636.41	655.50
6 – 12 months of employment	666.87	686.87
12 months of employment and over	697.22	718.14
LICENSED AIRCRAFT MAINTENANCE ENGINEER Grade III		
0 – 6 months of employment	675.07	695.32
6 – 12 months of employment	713.42	734.82
12 months of employment and over	751.67	774.22
LICENSED AIRCRAFT MAINTENANCE ENGINEER Grade II (b)		
0 – 6 months of employment	731.92	753.88
6 – 12 months of employment	771.78	794.94
12 months of employment and over	811.55	835.89
LICENSED AIRCRAFT MAINTENANCE ENGINEER Grade II (a)		
0 – 6 months of employment	748.43	770.88
6 – 12 months of employment	788.50	812.16
12 months of employment and over	828.27	853.12
LICENSED AIRCRAFT MAINTENANCE ENGINEER Grade I		
0 – 6 months of employment	806.95	831.16
6 – 12 months of employment	846.76	872.16
12 months of employment and over	886.58	913.18

- (Grade II (a) includes an allowance for being an approved signatory)
- (Grade I includes an allowance for being an approved signatory and a Leading Hand or Shift Supervisor).

20 APPENDIX "B" - LICENCE PAYMENT

Clause 11 of the Award shall be varied as follows:

- (a) Employees shall be paid an additional all purpose weekly allowance per endorsement category for such equipment operated, maintained or serviced by the Company, as follows:

Aircraft type	Rate of pay per week per category	
	As at August 1, 2004	As at July 1, 2005
F50	48.48	49.93
F100	73.18	74.93

- (a) The aggregate of all additional licence payments made under this clause shall not exceed 2 per category to total of 6 per employee.
- (b) All existing licence payments which were paid at the time of commencement of this agreement shall continue to be paid but shall not include any payments for licences that were not made prior to this agreement and subject to paragraph (a) of this clause. In this way redundant licences shall not be included in the additional 2 licences available under this agreement.
- (c) The licence payment structure shall be reviewed if significant changes are made to the CAO requirements in licence structure or the Company introduces new aircraft into its fleet.