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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*  
s.170LK - Agreement with employees (Division 2)

**Jetstar Airways Pty Limited**  
(AG2005/4907)

**JETSTAR AIRWAYS ENGINEERING & MAINTENANCE  
CERTIFIED AGREEMENT 2005**

Airline operations

COMMISSIONER RAFFAELLI

SYDNEY, 1 AUGUST 2005

**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 1 August 2005 and shall remain in force until 15 January 2008.

BY THE COMMISSION:



The seal of the Australian Industrial Relations Commission is circular, featuring the coat of arms of Australia in the center. The text around the seal reads "AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION" at the top and "NEW SOUTH WALES REGISTRY" at the bottom. A signature is written across the seal, and the word "COMMISSIONER" is printed below it.

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**JETSTAR AIRWAYS**  
**ENGINEERING & MAINTENANCE**  
**CERTIFIED AGREEMENT 2005**

## PART 1. AGREEMENT ADMINISTRATION

### 1. TITLE

This Agreement will be referred to as the Jetstar Airways Engineering & Maintenance Certified Agreement 2005. The Agreement is made under Section 170LK of the Act.

### 2. DEFINITIONS WHICH APPLY IN THIS AGREEMENT

- 2.1 **"Accident"**, means as defined in Part 24 of Division 1 of the Air Navigation Act 1920.
- 2.2 **"The Act"**, means the *Workplace Relations Act 1996* as amended from time to time.
- 2.3 **"Agreement"**, means this Certified Agreement.
- 2.4 **"Aircraft Maintenance Engineer (AME)"**, means any aircraft trades-person who is not licensed and is engaged in the maintenance, repair, overhaul, modification, assembly and/or testing of aircraft, aircraft systems, aircraft components, aircraft engines and/or associated equipment.
- 2.4.1 **"AME Level 1"** means an AME who has achieved the AQF Level IV qualification.
- 2.4.2 **"AME Level 2"** means the AME has achieved the AQF Level IV and completed a minimum of 2 years experience in the aviation industry post qualification.
- 2.5 **"ASIC"**, means Aviation Security Identification Card.
- 2.6 **"Award"**, means the *Aircraft Engineers (General Aviation) Award 1999*, as amended from time to time.
- 2.7 **"Base"**, means a place that we operate from.
- 2.8 **"CAA"**, means the Civil Aviation Act 1988 and 1998.
- 2.9 **"CAOs"**, means Civil Aviation Orders.
- 2.10 **"CARs"**, means Civil Aviation Regulations.
- 2.11 **"CASA"**, means the Civil Aviation Safety Authority.
- 2.12 **"Company"**, it means or refers to Jetstar Airways Pty Limited ACN 069 720 243.
- 2.13 **"Company Maintenance Control and Procedures Manual"**, means the CASA approved or accepted Manual as amended and added to from time to time.
- 2.14 **"Company Property"**, means anything that the Company own, rent or loan, issue or provide will be regarded as Company property. These things may include, but are not limited to, identification and security cards, uniforms, all plant, equipment, tools, all documents, manuals and records of any kind relating to the business.
- 2.15 **"Confidential information"**, means all information relating to the Company's business or operational interests, methodology and affairs, financial information and anything else nominated as being confidential.
- 2.16 **"ECC"**, means the *Engineering Consultative Committee*.
- 2.17 **"Employee"**, it means or refers to all Aircraft Maintenance employees employed by Jetstar Airways Pty Limited.

- 2.18 **"Home base"**, it means the base at which an Employee is permanently nominated to work in their offer of employment or otherwise agreed in writing.
- 2.19 **"Immediate family"**, it means any of the following:
- Employee's spouse, (including a former spouse, defacto spouse and a former defacto spouse) partner;
  - Employee's children (including an adopted child, a step-child or an ex-nuptial child).
  - A parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.
- 2.20 **"Incident"** it means as defined in Part 24 of Division 1 of the Air Navigation Act 1920.
- 2.21 **"Licensed Aircraft Maintenance Engineer (LAME)"**, it means an employee who holds a current CASA Aircraft Maintenance Engineer's Licence in one or more of the following categories appropriate to an aircraft type(s) operated by us:
- Airframes
  - Engines
  - Radio Systems
  - Electrical
  - Instrument
- 2.22 **"Monday to Friday Worker"**, means an employee who is not a shift worker and has agreed in writing to work Monday to Friday between the span of hours of 0600 to 1800.
- 2.23 **"Non-Operational Duty Travel"**, means when traveling for reasons other than listed under "Operational Duty Travel", you will be provided with Space Available Travel. This will include proceeding to/ from a posting. Upgradeable tickets will be booked in accordance with Company policy.
- 2.24 **"Operational Duty Travel"**, means when traveling to/ from Aircraft Rectification / Traveling Engineer duties, you will be provided with Firm Space travel. Upgradeable tickets will be booked in accordance with Company policy.
- 2.25 **"Permanent Night Shift"** means an Employee has completed rostered Night Shifts on four (4) or more consecutive nights. A night shift occurs where a shift finishes after midnight but before 1300hrs.
- 2.26 **"Roster"**, it means a schedule of information including days or shifts to be worked, sign-on, sign-off times and days off for a specific period as determined by the Company.
- 2.27 **"Temporary Transfer"**, it means where an employee is temporarily transferred to a location other than their home base to work.
- 2.28 **"Trades Assistant"**, it means an employee who is engaged in assisting a LAME and/or an AME and who is engaged in dismantling, cleaning, oiling/greasing and paint stripping of components.

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**4. COMMENCEMENT AND PERIOD OF OPERATION**

This Agreement will commence operation on the date it is certified by the AIRC and will operate until 15<sup>th</sup> January 2008.

**5. SCOPE AND PARTIES BOUND**

This Agreement will be binding on:

- Jetstar Airways Pty Limited (ACN 069 720 243); and
- All employees of Jetstar employed in the classification set out in Schedule A.

**6. WORKING UNDER THIS AGREEMENT**

The employment relationship is based on:

- Mutual trust and integrity;
- A shared responsibility to achieve Company objectives;
- Employee's accepting responsibility and authority while the Company provide direction, guidance and support;
- Encouraging Employee skill acquisition and personal development;
- Effective consultation, communication and decision making; and
- Flexible working conditions that balance Employee needs with the Company's objectives.

## **7. APPLICATION**

- 7.1 This Agreement is a comprehensive Agreement. Unless otherwise provided for, this Agreement replaces the award, orders of industrial commissions or industrial agreements that may otherwise apply to aircraft maintenance employees save that it does not exclude State laws dealing with occupational health and safety, workers' compensation, apprenticeships and long service leave.
- 7.2 Company policy will supplement the clauses in this Agreement. To the extent that if there is any disparity between Company policy and this Agreement, this Agreement shall prevail.
- 7.3 This Agreement shall be read and interpreted in conjunction with the CASA, Regulations and Orders provided that, where there is any inconsistency, the CASA, Regulations and Orders will take precedence to the extent of the inconsistency.

## **8. NO EXTRA CLAIMS**

For the life of this Agreement, there will be no further claims by any party to this Agreement.

## **9. RE-NEGOTIATION**

- 9.1 The parties will commence negotiation of a new Agreement no later than six (6) months prior to the expiry of this Agreement.
- 9.2 For the purpose of negotiating the new Agreement a single bargaining unit will be established consisting of employee members of the ECC and Company representatives.
- 9.3 In the event that the parties cannot reach agreement before the expiry of this Agreement then the status quo of this Agreement will remain until such time as the AIRC certifies a new Agreement.
- 9.4 If the parties have genuinely attempted to reach agreement and have been unable to do so they will refer the matter to an agreed mediator prior to enacting any of their respective rights under the Act.

## **10. AGREEMENT AVAILABILITY**

The Company will provide Engineering & Maintenance employees with their terms and conditions of employment, including a copy of this Agreement and company policy that is prepared from time to time.

# **PART 2. EMPLOYEE AND COMPANY RESPONSIBILITIES**

## **11. EMPLOYEE RESPONSIBILITIES**

There are some fundamental responsibilities that Employees have to the Company. These are:

- 11.1 To perform work to the best of their ability, skill and competence and to the Company's satisfaction in accordance with the Company Maintenance Control and Procedures Manual.
- 11.2 To comply with the CASA CAR's and CAO's as amended from time to time.
- 11.3 To comply with our Company policies, practices or procedures as varied from time to time.

- 11.4 To submit to any Company funded medical examination, which concerns their ability or suitability to do work for the Company. The examination may also include a drug and alcohol test.
- 11.5 Must have and maintain applicable licenses at their own expense.
- 11.6 To not disclose to anyone outside of the Company any "confidential information" they become aware of through their employment.

## **12. THE COMPANY RESPONSIBILITIES**

There are some fundamental responsibilities that the Company has to all Employees. These include but are not limited to;

- 12.1 To ensure a high level of excellence is applied to your management, motivation and development.
- 12.2 To ensure Managers, Team Leaders and Supervisors have the necessary competencies in all matters covered by this Agreement.
- 12.3 To abide by the requirements of Company policies and procedures.

## **13. SECURITY REQUIREMENTS**

- 13.1 The Company and all Employees operate under the authority of Air Navigation Regulations, the approved Aviation Security Program and associated Operating Manuals. The conditions of which are legally enforceable.
- 13.2 The issue and conditions of use of ASICs are controlled by the relevant legislation.
- 13.3 The Company will meet costs associated with obtaining an Employee's ASIC and the Employee agrees to remain eligible to maintain a current ASIC.
- 13.4 Failure to maintain a current ASIC may result in the termination of employment.

## **14. EMPLOYEE OBLIGATIONS REGARDING COMPANY PROPERTY**

- 14.1 All Company property acquired by an Employee or otherwise in their possession must be returned on demand or upon termination of employment.
- 14.2 In instances where property is not returned, the financial cost of replacing that property will be assessed by the Company and may be withheld from the final payment of monies owing to the Employee. (refer clause 30.8)

## **15. RESTRICTIONS ON EMPLOYEE'S ABILITY TO WORK FOR OTHERS**

- 15.1 Subject to clause 15.2, Employees must not work for anyone else while employed by Jetstar.
- 15.2 Employees may be granted written permission to work for someone else. The Company will not unreasonably withhold permission where the proposed work is not in conflict with the business or affect the Employee's ability to carry out their work, or affect any other matters in this Agreement.

## **16. DISCLOSURE OF INFORMATION**

The inclusion of misinformation or failure to disclose any information at any time, which is reasonably relevant to the Company's decision to employ, may result in the termination of employment.

## **17. OFFER OF EMPLOYMENT LETTER**

### **17.1 Classification**

- 17.1.1 Employment classification, licence type and salary will be advised in the offer of employment letter.
- 17.1.2 In the event of a classification and/or licence type change the Employee will be advised in writing of the terms of the appointment, salary to be paid, and any allowances applicable to the appointment.
- 17.1.3 For the purposes of this clause, permanent means that we have appointed you to the classification on a permanent basis and temporary means for a specific period of time.

### **17.2 Location**

- 17.2.1 The Employee will be located at the base nominated in our offer of employment. This will be designated as the Employee's "home base" and means the base at which an Employee is permanently nominated to work in their offer of employment or otherwise agreed in writing.
- 17.2.2 The Employee may be required to work in any Jetstar operation after consultation regarding terms and conditions that will apply to the transfer (refer clause 26).

## **PART 3. CONSULTATION AND COMMUNICATION**

### **18. PORT CONSULTATION**

On a regular basis the Head of Engineering & Maintenance or nominated representative will brief Employees on operational issues.

### **19. WORKPLACE CONSULTATION**

- 19.1 The Company will implement a communication and consultation process whereby Employee Representatives will be able to discuss ways to resolve operational issues and recommend solutions and improvements over a range of areas including safety. The purpose of this process is to give everybody a voice, prioritise and resolve issues, and learn from others. Any issues not resolved will then be prioritised and escalated to the next management level until resolution.
- 19.2 The Company will establish an ECC to oversee the application of this Agreement to meet the vision of Jetstar.
- 19.3 While the composition of the ECC may vary over time with the size, structure and needs of the business, it will comprise of:
  - Elected employee representatives of the Engineering group from each region;
  - Appropriate representatives from Jetstar Engineering Management as nominated by the Head of Engineering and Maintenance; and
  - Any other person as agreed by the ECC.
- 19.4 The primary roles of the ECC are:
  - To assist Jetstar in handling challenges and changed circumstances that may arise due to the growth of the company;
  - To oversee the operation of the provisions of this Agreement as per Clause 20;
  - To assist in the resolution of grievances or disputes within the workplace as per Clause 22; and
  - Assist with interpretation of Clauses contained in this Agreement.

## **20. WORKPLACE CHANGE AFFECTING EMPLOYEES**

After giving due consideration to issues of confidentiality and disclosure the Company will advise Employees as soon as practicable of any impending change which will affect their employment or the performance of their work under this Agreement. The Company will ensure that discussions are held with the ECC on such matters. The Company will, wherever possible, take action to minimise the impact of any adverse change to Employees.

## **21. JOB PERFORMANCE**

### **21.1 Probationary Employee**

21.1.1 Probationary employees will be closely monitored during their three (3) month probationary period with a formal assessment being undertaken against their job description after two (2) months from commencement of their employment with us as part of a permanency review.

21.1.2 An Employee whose performance is assessed as unsatisfactory may have their employment terminated.

21.1.3 The Company retains the right to extend the probationary period if required. Such an extension would only occur after the Company has discussed the reasons for doing so with the employee.

### **21.2 Permanent Employee**

21.2.1 The performance of all permanent employees will be formally reviewed annually.

21.2.2 Areas of success and if necessary, aspects of performance which require improvement or are unsatisfactory, will be discussed with each employee as part of the review.

## **22. RESOLVING WORKPLACE CONCERNS OR DISPUTES**

If there is a dispute relating to the terms and conditions of employment of any employee(s) covered by this Agreement, the following dispute resolution procedure will be followed:

22.1 A dispute will first be discussed between the Employee and their Supervisor. The Supervisor will make a decision on the potential resolution and advise the Employee verbally or in writing if requested within 48 hours of notification.

22.2 If the dispute is not resolved the Employee may refer the matter to the Head of Engineering & Maintenance for further consideration. A response will be provided in writing within five (5) working days.

22.3 If the dispute remains unresolved it will be referred for discussion between the Employee and, where requested, the Chairman of the ECC (or their nominee) and the Manager Human Resources.

22.4 If the dispute remains unresolved either party may notify the existence of an industrial dispute to the AIRC for mediation.

22.5 Where the above procedures are being followed work will continue as per the status quo prior to the dispute arising provided the matter in dispute does not relate to an imminent risk to health or safety and the Employee cannot be reallocated to other appropriate duties.

22.6 No party will be prejudiced as to the final settlement by the continuation of work in accordance with this clause.

- 22.7 In the event of an allegation of serious misconduct, Jetstar may suspend the Employee for no more than ten (10) days with pay, pending investigation of the allegation. Suspension will only occur where Jetstar has legitimate concerns about the Employee continuing to perform their duties during the investigation.
- 22.8 The Employee has the right to be represented by another employee, a representative of the ECC, or any other person of their choice during any proceeding related to this clause.

## **PART 4. SKILL ACQUISITION AND PERSONAL DEVELOPMENT**

### **23. MUTUAL OBLIGATIONS TO TRAINING**

#### **23.1 *Training and Personal Development***

- 23.1.1 Ongoing training and personal development of employees is important to Jetstar.
- 23.1.2 The Company will provide reasonable access to training to afford employees the opportunity to acquire the skill, competency and knowledge needed to perform work in their appointed position.
- 23.1.3 Where directed by the Company, Employees are required to undertake training to enhance and broaden work skills as required in their appointed position. By agreement, Employees may train for higher or alternative positions. This training will not entitle Employees to the rate of pay for that higher or alternative position, unless the training is completed and the Company requires the employee to use such skill.
- 23.1.4 Employees may undertake training in their own time on a non-paid basis.
- 23.1.5 Employees may be required to coach work skills and procedures to other employees through a mentor training system as part of on the job training.
- 23.1.6 Where directed by the Company, Employees attending examinations conducted by the Company and/or Civil Aviation Safety Authority shall do so without loss of pay.

#### **23.2 *Training Agreement***

- 23.2.1 Employees will be required to enter into a training bond agreement to guarantee the Company receives a reasonable return on its investment for endorsement training.
- 23.2.2 The terms relating to the amount and length of time of the bond will be agreed by the ECC prior to new bonds being implemented.
- 23.2.3 Employees will be required to pay the agreed amount as stated in any such agreement in the event of resignation.
- 23.2.4 It is agreed that any monies owing may be deducted from an Employee's final payment on termination unless alternative arrangements are agreed (refer clause 30.8).
- 23.2.5 In the event of any dispute over the bond payment all costs incurred in resolving the dispute, including 3<sup>rd</sup> party legal costs, shall be the responsibility of the party found to be in breach of the bond agreement.
- 23.2.6 This clause does not apply to any person who has agreed to be bonded by requirements of this clause on any previous occasion.

### **23.3 Time off Before and After Training**

All employees except Apprentices shall be granted at least 48 hours free from duty prior to and at completion of training courses of 5 days or longer and at least 12 hours free from duty prior to and on completion of all other training.

### **23.4 Training Away From Home Base**

23.4.1 For training within Australia required by the Company, where the Employee gives 48 hours written notice prior to the training commencing, they shall be allowed to return to their home base on weekends or between training periods of not less than 5 days or during breaks in training for periods in excess of 48 hours.

23.4.2 Overtime Meal Allowances shall continue to accrue for all time spent travelling to or from your home base.

23.4.3 Time spent traveling to/from training and time spent at home base shall be paid as per the Employee's roster and applicable overtime clauses 25.4 and 25.5. All time spent traveling to and from training on weekends or during breaks per clause 23.4.1 shall remain unpaid.

### **23.5 Training for Radio Licence**

Those Employees employed by Jetstar prior to 15th January 2005 who have completed the necessary type training will have Jetstar cover the cost of the course and provide paid time to attend Radio BASICS courses and exams in addition to PTC training, as long as the Employee commits to pick up their type rating as soon as possible.

## **PART 5 WORKING CONDITIONS**

### **24. CATEGORIES OF EMPLOYMENT**

Employees will be engaged in one of the following ways;

#### **24.1 Probationary Employee**

24.1.1 This means that the employee is in the first three (3) months of employment.

24.1.2 During the probationary period the Company or the Employee may terminate employment by providing one (1) week's notice in writing to the other.

#### **24.2 Casual Employee**

24.2.1 This means that the Employee is not a permanent employee and continuing employment will be based on the Company's ability to provide the Employee work and the employee's availability for such work.

24.2.2 Casual employees are engaged on an hourly basis and actual hours may range from a minimum of three hours, up to the same hours as a permanent full-time employee. The Employee is paid a loading on top of the normal rate to make up for the lack of other benefits such as annual and sick leave. Casual workers are not guaranteed ongoing work.

24.2.3 A Casual employee will be paid 1/52/38 of the applicable salary plus a loading of 20%, with a minimum payment of three hours per engagement. The loading shall be paid in lieu of annual leave, parental leave, sick leave, Long Service Leave, Bereavement Leave, Weekend penalties, disability payments, signatory payments and tool allowances Redundancy, Public Holidays, and Notice of termination.

### 24.3 **Apprentice**

- 24.3.1 This means that employment is not permanent but is based on a Contract of Training between the Employee and the Company.
- 24.3.2 The rate of pay will be determined in accordance with the percentages as set out in the Award applied to the wage rate for a Level 1 AME employed by Jetstar.

	%
First year	42
Second year	55
Third year	75
Fourth year	88

*Note: At the time of certification the Award percentage rates were as shown.*

- 24.3.3 An Apprentice is entitled to all other provisions except Redundancy of this Agreement. In the event of any inconsistency between their Contract of Training and this Agreement, the Contract of Training will take precedence to the extent of the inconsistency.

### 24.4 **Permanent Full-time Employee**

- 24.4.1 This means the Employee is engaged to work full time hours for the Company on an on-going basis.
- 24.4.2 The Employee is entitled to all the provisions of this Agreement, except those that specifically apply to other categories of employment.

### 24.5 **Permanent Part-Time Employee**

- 24.5.1 The Company may employ part-time employees in any classification contained in this agreement.
- 24.5.2 Permanent part-time employees shall receive the same conditions as full-time employees except that wage, wage related allowances and leave entitlements are on a proportionate basis to the hours worked. Permanent part-time employees shall observe the same notice of termination provisions as permanent full-time employees, on a proportionate basis.
- 24.5.3 A part-time employee is an employee who works less than full-time hours and:
- Has reasonably predictable hours of work, and
  - Receives, on a pro rata basis, equivalent pay and conditions of those of full-time employees who do the same kind of work.
- 24.5.4 At the time of engagement the Company and the Employee will agree in writing, a regular pattern of work.
- 24.5.5 Any agreed variation to the regular pattern of work will be recorded in writing.
- 24.5.6 The company may roster a part-time employee for a minimum of two consecutive hours but no less than 20 hours per 4 day block.
- 24.5.7 No full time employee shall be required to work part time without their mutual agreement.
- 24.5.8 Any permanent part time positions which become available shall be in the first instance advertised internally and existing full time employees with the required qualifications shall have priority of employment over external applicants.

## 25. FLEXIBILITY TOWARDS HOURS OF WORK

### 25.1 *Ordinary hours of work*

25.1.1 Ordinary hours of work are as follows:

Hours of Work	Seven (7) Day Shift Work
The ordinary roster cycle is;	4 days on 4 days off Monday to Sunday (including p/holidays)
The time span of ordinary hours are;	Up to 24 hour coverage per day depending on rostered hours
The minimum ordinary hours over any roster cycle are;	An average of 44 hours per roster cycle
The ordinary hours maximum shift length is;	A maximum of 12 hours per shift (inclusive of meal breaks)
All salaries are based on;	Working up to a maximum of 2008 hours per annum less hours taken as approved leave

25.1.2 The normal roster cycle will be reviewed periodically to ensure the business needs are met. As a result of such reviews and at our initiation, the normal roster cycle or shifts may be varied to meet these needs in consultation with the ECC.

25.1.3 The normal roster cycle and shifts can also be varied at the initiation of employees on a base by base basis by agreement between the majority of employees and the company.

### 25.2 *Roster Build*

25.2.1 The Company will consult with Employees and attempt to accommodate preferences for rostered working hours following consideration of an individual's personal needs and impact on family and work life. These preferences must fit within the needs of the workplace, customers and the other members of the team.

25.2.2 Supervisors will consult with Employees on an ongoing basis in deciding on the most appropriate roster patterns. Where agreement is not reached (i.e. in the case of genuine hardship) the issue may be referred to the ECC (refer clause 22).

25.2.3 The Company will prepare rosters monthly in advance and will distribute them at least seven (7) days prior to the beginning of each month. Any changes to the roster over the month will be made with one (1) weeks notice after consultation.

25.2.4 Where less than 1 weeks notice is given, mutual agreement of the change will be sought. Where no agreement is reached and the change is implemented with less than 7 days notice, the affected shifts will be paid a loading of 100% for all hours worked.

25.2.5 The roster will include but is not limited to the following information:

- Shifts to be worked;
- Hours to be worked per shift; and
- Planned annual leave

25.2.6 Employees may exchange shifts with the prior approval of their Supervisor. Such shift changes will be at no extra cost to the Company.

25.2.7 At least ten (10) hours free from duty between periods of duty will be rostered.

**25.3 Meal and Rest Breaks**

25.3.1 Employees are entitled to a paid meal break of not less than thirty (30) minutes to be taken no later than six (6) hours after commencement of work.

25.3.2 Employees working rostered shifts longer than ten hours in duration are entitled to an additional paid rest break of twenty (20) minutes.

25.3.3 The time and duration of meal breaks and rest breaks can be varied by agreement considering personal and operational requirements.

**25.4 Overtime**

25.4.1 Employees are expected to work a reasonable amount of overtime

25.4.2 For the purposes of this Agreement overtime hours are:

25.4.2.1 hours worked which exceed rostered shift length (refer clause 25.1.1).

25.4.2.2 hours worked where the Employee is directed to reduce the (10) hour rest period between rostered shifts. A loading of 100% will be paid for all hours until such time off is granted (refer clause 25.2.7)

25.4.3 Overtime hours must be authorised and will be submitted within two fortnights and endorsed by the Employee's Supervisor. Payment will be calculated to the nearest quarter of an hour of the total amount to be claimed in each pay fortnight.

25.4.4 Overtime hours will attract a loading of 50% for the first two (2) hours and 100% thereafter on the base hourly rate of pay (i.e. base salary/52/38).

**25.5 Recall to Work**

Should an Employee be recalled to work within 12 hours of being contacted by the Company outside normal rostered hours then this period of work shall be paid a loading of 100% for all hours worked subject to a minimum payment of four (4) hours including travel time.

**25.6 Overtime Meal Allowance and Breaks**

Where an employee is required for overtime 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 twenty minutes to be paid at the appropriate overtime rate of pay.

25.6.1 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 20 minutes at the completion of each such 4 hours of overtime worked, to be paid at the appropriate overtime rate of pay.

25.6.2 In addition to 25.6.1 above, the employee shall be paid a meal allowance as set in 27.1 or provided with a suitable meal for each and every meal break.

25.6.3 An employee working on a call-in shall be granted a meal break of 20 minutes at the completion of the first 5 hours worked and each subsequent 4 hours worked and paid as prescribed in 25.6.2 above.

## **25.7 Permanent Night Shift Allowance**

25.7.1 Where an Employee works Permanent Night Shift as defined in this agreement they will receive an allowance as listed in Clause 27.1.

25.7.2 The following criteria will apply to determine entitlements to payments.

- Overtime, sick leave and annual leave shifts will not be included in the calculation to determine the four (4) consecutive shifts.
- The allowance will not attract overtime penalties.
- The allowance will be regarded as 'all purpose'.

## **26. CONDITIONS THAT APPLY TO TRANSFERS BETWEEN BASES**

26.1 Where an Employee transfers from one base to another at their own request or for personal upgrade purposes, they will be responsible for all expenses associated with relocation.

26.2 Where an Employee is transferred from one base to another at the direction of the Company they will be entitled to receive a minimum of 14 days notice to move and payment from Jetstar for approved reasonable expenses incurred in relocating to the new base as follows:

- The moving of personal effects, household goods and furniture
- The moving of one (1) car owned by the Employee or an affected family member.
- The moving of one (1) pet owned by the Employee or an affected family member.
- Storage of your goods and furniture where required for a period of up to 30 days.
- Removal and storage insurance for the goods noted above for a period of up to 30 days.
- FOC airfares for you and affected family member(s) to relocate.
- Reasonable accommodation, fuel and meals for the Employee and affected family member(s) where they elect to drive (not paid time) to the new location for a reasonable period of time, taking into account the distance to be traveled. Payment will be made on supply of receipts.
- A maximum of 14 days in Company approved accommodation at the new location.

Note: "Affected family member(s)" are those people living with the employee permanently who relocate with the employee.

26.3 In addition to the transfer package outlined at Clause 26.2, any additional issues or concerns relating to the transfer will be considered when finalising the Employee's package.

26.4 Any new or replacement positions within the company shall be advertised internally in the first instance.

26.5 The following order of priority for employment shall apply for applicants who meet the selection criteria and qualification requirements:

1. Permanent full time/part time employees
2. External applicant.

## **27. REMUNERATION**

27.1 Subject to classification and licence type (refer offer/confirmation of employment letter clause 17), the following base salaries and allowances are payable.

Increases will commence on the first day of the first pay period following the 15<sup>th</sup> January 2006 and 2007.

Classification	Jan 05	Jan 06	Jan 07
<b>*LAME</b>			
<b>Single Category</b> (Radio only)	\$65,000	\$66,950	\$68,959
<b>Single Category</b> (excluding Radio only)	\$80,000	\$82,400	\$84,872
<b>Two Category</b>	\$86,600	\$89,198	\$91,874
<b>Three Category</b>	\$94,739	\$97,581	\$100,509
<b>AME</b>			
<b>AME Level 1</b>	\$45,000	\$46,350	\$47,740
<b>AME Level 2</b>	\$50,000	\$51,500	\$53,045
<b>TRADES ASSISTANT</b>	\$40,000	\$41,200	\$42,436

\* The Base salary for LAMEs are inclusive of any required cross category maintenance authorities being obtained.

Allowances	Jan 05	Jan 06	Jan 07
Engineer In Charge (per annum)	\$5,000	\$5,150	\$5,305
Supervisor (per annum)	\$2,750	\$2,832	\$2,918
Leading Hand (per annum)	\$2,750	\$2,832	\$2,918
Composites Payment (per annum)	\$5,000	\$5,150	\$5,305
Second Aircraft Type (per week per category)	\$36.05	\$37.13	\$38.25
AME Appointed Signatory (per annum)	\$1,000	\$1,030	\$1,060
First Aid Allowance (per week)	\$10.00	\$10.30	\$10.60
Overtime Meal Allowance	\$10.00	\$10.30	\$10.60
Permanent Night Shift Allowance (per shift)	\$10.00	\$10.30	\$10.60

- 27.2 Employees appointed as Engineer in Charge, Supervisor or Leading Hand will receive additional payments in accordance with 27.1.
- 27.3 Engineers currently receiving \$3,120 as a Supervisor Allowance will continue to do so until any new Supervisor rate exceeds \$3120. All other Supervisors will receive the amount as specified in clause 27.1.
- 27.4 Employees who hold the appropriate CASA qualification for Composites and are advised in writing by Jetstar of the requirement to use such qualification will receive the payment specified in 27.1.
- 27.5 Allowances in 27.1 will be regarded as 'all purpose' in this Agreement.
- 27.6 Permanent appointment means that we have appointed the employee in writing as an Engineer in Charge, Shift Supervisor or Leading Hand on a permanent basis.
- 27.7 Other Allowances referred to in this Agreement will be paid in accordance with the table below.

Other Allowances	Jan 05
Away from Base Allowance	\$84/night
Combined Overnight Allowance	\$130/night
Overseas Allowance (all countries)	US\$80/day
<i>Note - These "Other Allowances" will be reviewed in line with the relevant Australian Tax Office Ruling (Currently TR2003/7) or other acceptable source as issued from time to time</i>	

- 27.8 Unless otherwise provided for in this Agreement, the base salaries have been calculated to incorporate all traditional award payments such as annual leave loading, single type licence payments, shift loading, penalties, public holiday loading, meal break penalties, weekend penalties, disability payments, signatory payments and tool allowance.
- 27.9 In the event that an aircraft type ceases to be operated by the company:
- 27.9.1 Those employees receiving a payment for that aircraft will continue to receive the payment until 15 Jan 2008.
- 27.9.2 An Employee being paid for only one aircraft type and that aircraft type ceases to be operated or maintained by the Company, the Employee will be offered Company funded Training (including practical training) on a remaining or new operational type. Once training has been completed they will have two years to complete any requirements to achieve full endorsement.
- 27.9.3 Should the Employee refuse the Training, or not achieve full endorsement within the two years of finishing Training (including practical training), they will revert to the appropriate AME rate in this agreement.
- 27.10 Where operational requirements change and result in any type for which the Employee is currently being paid being removed from a base where multiple types were operated, payments will continue until the removed type is no longer maintained or operated by the Company at which time the conditions of clause 27.9 shall be applied.
- 27.11 Any payments for additional aircraft types not previously mentioned in this agreement will be made in consultation with the ECC Committee.
- 27.12 Should a base operate or maintain multiple aircraft types, those Employees endorsed and required to work on those types will receive an additional allowance for that type. Any employees in a base which operates multiple aircraft types who are trained by Jetstar Airways on those types will be given the opportunity to use that endorsement. Additionally, should an Employee obtain their own endorsement i.e. not at the request or encouragement of Jetstar, they may not be entitled to receive any payment for that endorsement.
- 27.13 If your base does not operate multiple types but you have an endorsement on an aircraft operated or maintained by the company and are required to certify for that type, then you will receive the payment for that type for a minimum of two full fortnightly pay periods, starting with the pay period in which the work is first performed.
- 27.14 Maintenance Control, Maintenance Watch and Technical LAMEs endorsed on the additional type will be paid the allowance in clause 27.1.
- 27.15 **AME Appointed Signatory Allowance**
- 27.15.1 Where an AME is authorised to certify for component maintenance they will be paid an Appointed Signatory Allowance as shown in clause 27.1.
- 27.15.2 The terms for the payment of the allowance including the duration will be confirmed in writing.
- 27.15.3 Any changes to the terms for the payment of the allowance including the duration will also be confirmed in writing.
- 27.16 **Overnight Expenses and Accommodation**
- 27.16.1 Where, for operational reasons, an Employee is required to remain overnight at a location other than their Home Base, Jetstar will provide meals, accommodation and airport/hotel/airport transfers.

27.16.2 The accommodation provided for in clause 27.15.1 will also be provided where the Employee is off duty for a period of 4 hours or more whilst away from Home Base.

27.16.3 Where the Employee is provided with accommodation in accordance with sub-clauses 27.15.1 or 27.15.2, generally this accommodation will consist of a quiet, single occupancy room, with air conditioning wherever available to enable suitable conditions for adequate rest.

27.16.4 Where an Employee elects to make their own arrangements for meals, Jetstar will pay an Away From Base allowance as shown in clause 27.7. This allowance is inclusive of all expenses other than accommodation and transport.

27.16.5 Where an Employee advises the company at least 48 hours in advance, or upon notification of duty travel whichever is later, of their intent not to use the prearranged accommodation, they may be paid a Combined Overnight Allowance as shown in clause 27.7. The Employee will be responsible for securing their own accommodation, meals and transport, and the Company will be deemed to have discharged its obligations under sub-clauses 27.15.1 as the Combined Overnight Allowance shall comprise considerations for accommodation, meals, transport and layover expenses.

27.16.6 Other expenses incurred that are work-related will be reimbursed following submission of an expense claim endorsed by a Supervisor.

#### **27.17 Working Away From Base Meal Allowance**

Where for operational reasons an Employee is required for a minimum of six (6) hours (including travel time) at a location other than their Home Base, excluding overnights, Jetstar will reimburse reasonable expenses for meals (excluding alcohol) on production of receipts authorised by their Supervisor.

#### **27.18 Payment**

All salaries shall be paid fortnightly in arrears by electronic transfer into a bank account nominated by the Employee.

#### **27.19 Overpayment and Underpayment**

27.20.1 Any overpayment will be repayable as soon as practicable, but no later than the next pay day. If not repaid prior to termination, any monies owed will be deducted from the Employee's termination pay. (refer clause 30.8).

27.20.2 Any underpayment of entitlement to an Employee under this Agreement will be payable as soon as practicable, but no later than the next scheduled pay day.

#### **27.20 Salary Sacrifice**

27.20.3 An employee may voluntarily receive part of pre tax salary he or she is entitled to under this Agreement in the form of agreed salary sacrifice items where permitted and in accordance with Jetstar policies as varied from time to time.

27.20.4 Access to Salary Sacrifice for motor vehicles, laptop computers and other agreed items will be made available to eligible employees in accordance with Jetstar policy. The entitlement to salary sacrifice for superannuation will continue unchanged.

27.20.5 Any fringe benefits tax will be met by the employee.

## 28 SUPERANNUATION

- 28.1 The Company will contribute superannuation on the employee's behalf to a complying superannuation fund nominated by Jetstar (The Default Fund) or such other fund as nominated by the employee in accordance with the rates prescribed by federal superannuation legislation prevailing from time to time.
- 28.2 For the purposes of superannuation, base salary includes any allowance or additional loadings applicable in clause 27.1.

## 29. LEAVE ENTITLEMENTS

Leave entitlements are as follows:

<b>Recreational and Sick Leave Accrual</b>	
Annual Leave – Shift Workers	190 hours per annum
Annual Leave – Monday to Friday Workers	152 hours per annum
Sick Leave	76 hours per annum
Entitlements accrue	On a pro-rata fortnightly and monthly basis
An hour of paid leave represents	One (1) hour off rostered duty.

### 29.1 *Annual Leave*

- 29.1.1 Annual leave shall be utilised as per the average daily hours in your roster. An hour of paid leave represents one hour rostered off duty.
- 29.1.2 Entitlement shall accrue on a pro rata basis and is cumulative.
- 29.1.3 The Employee and Jetstar agree that all reasonable efforts will be made for annual leave entitlements to be rostered at times and for periods that are convenient to the Employee in the year of accrual. Provided a minimum of 28 days notice is given to the employee, Jetstar reserve the right to roster them on leave at any time where their leave accrual exceeds their annual accrual total.
- 29.1.4 Annual leave counts as service for all purposes.
- 29.1.5 Annual leave shall be paid at the rate applicable immediately before the leave is taken, i.e. ordinary hourly rate of pay including all applicable allowances and loadings in clause 27.1.
- 29.1.6 Annual leave shall be paid when annual leave is taken or on leaving the employment of the company.

### 29.2 *Personal (Sick) Leave*

- 29.2.1 An Employee shall be granted leave of absence without deduction of pay on account of illness or injury on the basis of the following.
- On engagement - 38 Hours
  - After 6 months service – an additional 38 Hours
  - On their employment anniversary - an additional 76 hours.
- 29.2.2 On becoming unfit for duty due to personal illness or injury the Employee will advise the Company as soon as possible of such occurrence and the anticipated duration of such absence from Duty.

- 29.2.3 The Employee may take up to three (3) days sick leave per annum before being required to provide a medical certificate. These three (3) days may be single days and/or adjoining another day off work. Once taken, the Employee will be required to provide a medical certificate for any subsequent absences or make a statutory declaration that you were unable to work because of injury or personal illness.
- 29.2.4 If the Employee cannot produce a medical certificate or statutory declaration when requested, the company may not allow payment for the absence.
- 29.2.5 If an Employee falls sick for a period of at least 3 consecutive days on annual leave and produces at the time satisfactory medical evidence they 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 provided:
- they contact and inform the Company of their situation as soon as practicable;
  - they have enough accrued sick leave entitlement;
  - they provide acceptable supporting documentation.
- 29.2.6 Sick leave allowable under this clause and not availed by an employee shall accumulate to a maximum of 260 work days, including all sick leave credits due at the commencement of these provisions, provided that such sick leave credits shall not be compensated on termination of employment.
- 29.2.7 For the purpose of this clause "year" shall date from commencement of service with the employer.
- 29.2.8 The maximum period allowable with or without pay in respect of any continuous absence shall be 52 weeks, and where an employee has exhausted all leave allowable with pay they may be granted leave without pay in accordance with company policy.
- 29.2.9 An employee is not entitled to take sick leave during any period for which he or she is receiving compensation under a law relating to workers' compensation.
- 29.3 **Carer's Leave**
- 29.3.1 An Employee may access up to seventy six (76) hours per financial year of their sick leave entitlement for the purpose of providing care and support to their immediate family when they are ill.
- 29.3.2 The Employee must produce a medical certificate or statutory declaration to demonstrate the illness as such to require the care of another.
- 29.3.3 An employee's entitlement to carer's leave is conditional on the employee promptly notifying the employer of their inability to attend duty.
- 29.4 **Bereavement Leave**  
An Employee is entitled to paid bereavement leave for up to three (3) days per financial year to attend the funeral of a member of their immediate family or household.
- 29.5 **Parental Leave**  
Subject to the terms of this clause, Employees are entitled to maternity, paternity and adoption leave in connection with the birth or adoption of a child.

#### **Definitions**

"Child" means a child of the Employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

**“Parental Leave”** means maternity, paternity and adoption leave. Unless otherwise provided in this clause Parental leave does not count for the purposes of service related benefits. However, the taking of parental leave does not affect continuity of service or increments.

#### **Basic Entitlement**

- 29.5.1 Parents are entitled to a combined total of 52 weeks parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 29.5.2 Parental leave is unpaid leave except as otherwise provided under 29.5.5.
- 29.5.3 To be eligible for parental leave, employees must have at least 12 months continuous service with Jetstar prior to commencing parental leave.
- 29.5.4 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:
- (i) for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
  - (ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

#### **Maternity Leave**

- 29.5.5 Up to ten (10) weeks of maternity leave may be taken as paid leave at ordinary time rates as defined.
- 29.5.6 Employees must provide notice to the Company in advance of the expected date of commencement of parental leave. The notice requirements are:
- (i) of the expected confinement date included in a certificate from a registered medical practitioner stating the Employee is pregnant and the expected date of confinement – at least ten weeks prior; and
  - (ii) of the date which the Employee proposes to commence maternity leave, and the period of leave to be taken – at least four weeks prior.
- 29.5.7 When the employee gives notice under paragraph 29.5.4 (i) they must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she must not engage in any conduct inconsistent with her contract of employment.
- 29.5.8 An employee is not in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 29.5.9 Subject to 29.5.4(i) and unless agreed otherwise between the Company and the employee, an employee may commence maternity leave at any time within twelve weeks immediately prior to the expected date of birth.
- 29.5.10 Where the pregnancy terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special

maternity leave of such period as a registered medical practitioner certifies as necessary.

- 29.5.11 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.
- 29.5.12 During the period of leave an employee may return to work at any time, as agreed between the Company and the employee provided that time does not exceed four weeks from the re-commencement date desired by the employee.

#### **Paternity Leave**

29.5.13 Paternity leave may be taken in one or two periods.

29.5.14 The employee must provide to the Company at least ten weeks prior to each proposed period of paternity leave, with:

- (i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected dated of confinement, or states the date on which the birth took place; and
- (ii) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- (iii) a statutory declaration stating:
  - he must take that period of paternity leave to become the primary care-giver of a child;
  - particulars of any period of maternity leave sought or taken by his spouse; and
  - that for the period of paternity leave he must not engage in any conduct inconsistent with his contract of employment.

29.5.15 Employees will not be in breach of 29.5.12 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

#### **Adoption Leave**

29.5.16 Adoption leave may be taken in one or two periods.

29.5.17 Employees must notify the Company at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An Employee may commence adoption leave prior to providing such notice, where through circumstances beyond their control, the adoption of a child takes place earlier.

29.5.18 Before commencing adoption leave, the employee must provide the Company with a statutory declaration stating:

- (i) They are seeking adoption leave to become the primary care-giver of the child;
- (ii) particulars of any period of adoption leave sought or taken by their spouse; and
- (iii) that for the period of adoption leave they will not engage in any conduct inconsistent with their contract of employment.

- 29.5.19 The Company may require an employee to provide confirmation from the appropriate government authority of the placement.
- 29.5.20 Where the placement of child for adoption with an employee does not proceed or continue, they must notify The Company immediately and the Company must nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 29.5.21 Employees 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.
- 29.5.22 Employees seeking to adopt a child are entitled to take unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the Company should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave or where paid leave is available the Company may require they take such paid leave instead.

#### **Variation of period of parental leave**

- 29.5.23 Provided that the maximum period of parental leave does not exceed the period provided for in 29.5.2 and 29.5.3, employees may apply to the Company to change the period of parental leave on one occasion or on more than one occasion if the company agrees.
- 29.5.24 Employees must give at least fourteen days written notice of the period by which the leave is to be extended.
- 29.5.25 The period of parental leave may, with the consent of the Company be shortened by the Employee giving at least twenty eight (28) days written notice of the period by which the leave is to be shortened.

#### **Parental leave and other entitlements**

- 29.5.26 Parental leave will count as service for incremental salary progression only.
- 29.5.27 Employees shall be entitled to:
- (i) a payment of 10 weeks base salary at the rate of pay at the commencement of maternity leave. For the purposes of calculation only the 10 weeks maternity leave will count as service for all purposes of this agreement.
  - (ii) apply for an extension of up to 12 weeks maternity leave subject to long service and annual leave entitlements being available.

#### **Transfer to a safe job**

- 29.5.28 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 work assigned to the employee make it inadvisable for them to continue at her present work, they must, if Jetstar 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.

- 29.5.29 If the transfer to a safe job is not practicable, the employee may elect, or Jetstar may require the employee to commence parental leave.

**Returning to work after a period of parental leave**

- 29.5.30 An employee must notify the company of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 29.5.31 The employee must be entitled to their position and classification that existed immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 29.5.26, they must be entitled to return to the position they held immediately before such transfer.
- 29.5.32 Where such position no longer exists but there are other positions available for which the employee is qualified and capable of performing, the employee is entitled to a position as nearly comparable in status and pay to that of their former position.
- 29.5.33 Employees taking parental leave may apply for advertised vacancies whilst on leave. Provided they are available to take up any resultant appointment or training on the nominated date(s) at the re-commencement of duty.

**Replacement Employees**

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

**29.6 Jury Leave**

- 29.6.1 The Company will reimburse the amount equal to the difference between the amount paid in respect of jury service attendance and the employee's salary for which they would have normally received.
- 29.6.2 Employees required to attend court as a subpoenaed witness on behalf of Jetstar are granted witness appearance leave and will be reimbursed as per 29.6.1.
- 29.6.3 The Company will require proof of the employee's requirement to attend for jury/witness service and of the amount paid for attendance.

**29.7 Long Service Leave**

The entitlement to long service leave will be in accordance with State legislation that applies at the employee's home base.

**29.8 Other Leave**

The Company may grant other unpaid leave upon request in line with Jetstar policy.

### 29.9 **Public Holidays**

- 29.9.1 Public holidays are those prescribed in the Public Holidays Act in the State of the employee's home base.
- 29.9.2 If you are rostered to work a public holiday, you will receive no additional payment as the working of these days has been provided for in your salary. In instances where you are rostered on, but not required to work a public holiday you will suffer no loss of pay.

## 30. **TERMINATION**

### 30.1 **Dismissal in Certain Circumstances**

Jetstar may terminate an employee's employment in the following (but not exhaustive) circumstances:

- Serious misconduct by the employee;
- A fundamental or serious breach by the employee of applicable aviation safety or security legislation or company policies and practices as issued by us (or on our behalf) from time to time; or
- A fundamental or serious breach by the employee of this Agreement; or
- Failure by the employee to perform to a satisfactory standard on a consistent basis (so long as they have been told the problems with their performance and been given an opportunity to improve to the required standard) (refer clause 30.2); or
- Failure by the employee to perform to a satisfactory standard at any time during their probationary period (refer clause 21.1); or
- If the employee is repeatedly absent from work without proper cause; or
- Conduct by the employee which at common law would justify summary dismissal; or
- As a Licensed Aircraft Maintenance Engineer the employee suffers a loss of license; or
- Failure to maintain a current ASIC (refer clause 13); or
- Inclusion of misinformation or failure to disclose any information, which is reasonably relevant to the decision to employ the employee (refer clause 16).

### 30.2 **Disciplinary Action and Dismissal in other Circumstances**

- 30.2.1 If the employee is negligent, inefficient, incompetent or unsatisfactory in the discharge of their duties, or if their conduct is unsatisfactory, Jetstar will inform them in writing giving particulars and provide counseling to assist them to overcome the inefficiencies, incompetence or unsatisfactory conduct.
- 30.2.2 The provisions immediately above also apply if the employee fails to appropriately adhere to policies, instructions and practices as issued by the Company (or on our behalf) from time to time.
- 30.2.3 The procedures of this sub-clause will be repeated, as necessary, but on no more than three (3) occasions in total before notice of termination is given.
- 30.2.4 Such notice of termination shall be in writing giving the appropriate period of notice and shall state the reasons for the termination and details of the counseling provided.

30.2.5 The provisions of this clause shall not affect the right of the Company to dismiss the employee without notice for serious and or willful neglect of duty, refusing to obey any reasonable instruction, breaching a policy that includes dismissal as a consequence, or for willful or serious misconduct or other lawful cause of summary dismissal, in which case the employee will be paid up to the time of dismissal only.

30.3 **Suspension**

Notwithstanding the provisions of this clause the Company may suspend the employee without pay for a maximum of ten (10) days for any misdemeanor which otherwise would warrant summary dismissal.

30.4 **Termination Notice**

30.4.1 An employee is entitled to notice or payment in lieu of notice from the company based on their years of completed service as follows:

<u>Period of Service</u>	<u>Period of Notice</u>
Less than 1 year	1 week
More than 1 but less than 3 years	2 weeks
More than 3 but less than 5 years	3 weeks
More than 5 years	4 weeks

In addition to the above notice, the employee will receive an extra week's notice if they are over 45 years of age and have at least two (2) years continuous employment with Jetstar.

30.4.2 An employee will not be entitled to notice if summarily dismissed for conduct, which would justify instant dismissal at common law.

30.4.3 If the employee is a casual employee we may terminate your employment by giving you one (1) hour's notice.

30.5 **Notice you need to give us if you wish to resign from employment**

A permanent employee must give the company at least two (2) weeks written notice of their intention to resign. The notification shall be dated and include the last day to be worked and a reason for their resignation. If they fail to provide sufficient notice the company is entitled to deduct from the termination pay the equivalent amount of notice, which the employee failed to give (refer clause 30.8).

30.6 **Stand down without pay**

30.6.1 The Company may deduct payment from an employee for any day or part of a day in which they cannot be usefully employed because of a stoppage of work by any cause, which Jetstar cannot reasonably prevent. In these situations consideration will first be given to the following alternatives before deduction of pay occurs:

- Redeployment into other productive duties; or
- Where the above cannot be achieved, deployment onto any paid leave owing.

30.6.2 During the period that the notification remains in force, the employee will be deemed to be stood down for the purpose of this clause.

30.6.3 An employee who is stood down will be treated for all purposes (other than payment of wages) as having continuity of service and employment regardless of such standing down.

- 30.6.4 An employee who is stood down may at any time during the period of stand down terminate their employment without notice and will be entitled to receive from the employer as soon as practicable any monies due at the time of termination. The day on which the employee exercises the right of termination without notice will be the day on which the employment is terminated.
- 30.6.5 An employee whose employment is terminated under 30.6.4 will for all purposes (other than payment in lieu of notice) be treated as if the employee's employment had been terminated by the employer without default of the employee.
- 30.6.6 An employee who is stood down will be free to take other employment.
- 30.6.7 An employee stood down for a period of more than five working days who has exercised the right to take other employment will be entitled to work out in such other employment notice of up to one week. Provided the employee notifies the employer that they are doing this.
- 30.6.8 An employee whom the employer 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 the employee's normal residence, any annual leave to which the employee is entitled or which is accruing to the employee and upon such election being exercised the employee's annual leave will be reduced accordingly.

**30.7 *Stand down with pay***

The company may require the employee not to attend work whilst continuing to pay their salary in the following circumstances:

- 30.7.1 In the event of an inquiry or investigation into an accident or incident in which the employee was either directly or indirectly involved.
- 30.7.2 Where the company has given the employee notice to terminate their employment and they do not require the employee to attend work during the notice period.

**30.8 *Outstanding Monies***

The company and the employee agree that any outstanding monies owed by the employee on termination will be deducted from final payment of monies made unless agreed otherwise prior to termination.

**30.9 *Payment of Leave on Termination of employment***

All annual leave and long service leave entitlement accrued and not taken will be paid upon termination. A pro-rata entitlement to annual leave for incomplete years of service will also apply upon termination. Sick leave accrued but not taken is not payable upon termination.

**31. REDUNDANCY**

- 31.1 For the purposes of this Agreement redundancy occurs where the Company has made a definite decision that it no longer requires the job that the employee has been performing to be performed by anyone.
- 31.2 The employee is entitled to notice or payment in lieu of notice based on their years of completed service with Jetstar (refer clause 30.4) and severance pay as provided for in this clause.

- 31.3 For the purpose of calculating severance pay, a weeks pay means your base weekly salary including fixed allowances. You are entitled to the following amount of severance pay in respect of a continuous period of service.

Period of Continuous Service	Severance Pay	
	Under 45 yrs of age	45 yrs & over
1 year or less	nil	nil
1 year and up to the completion of 2 years	4 weeks	5.00 weeks
2 years and up to the completion of 3 years	7 weeks	8.75 weeks
3 years and up to the completion of 4 years	10 weeks	12.5 weeks
4 years and up to the completion of 5 years	12 weeks	15.0 weeks
5 years and up to the completion of 6 years	14 weeks	17.5 weeks
6 years and up to the completion of 7 years	16 weeks	20.0 weeks

- 31.4 This clause does not apply to casual employees.
- 31.5 The Company agrees that retrenchments shall not be declared until such time as all aspects of such retrenchment have been discussed with the ECC in an endeavour to obviate the retrenchments.
- 31.6 The Company agrees that where practicable retraining opportunities will be provided to employees declared redundant.
- 31.7 The Company shall take reasonable steps to arrange or assist in obtaining suitable alternative employment for employees who would otherwise be retrenched. The Company will not be obliged to make a severance payment if they obtain suitable and reasonable alternative employment for the Employee, and the Employee rejects the offer. Note the requirement of a change of domicile would be considered unreasonable.
- 31.8 The Company agrees that disputes relating to this clause may be referred to the Australian Industrial Relations Commission for resolution.

## 32. UNIFORMS

Permanent employees will be supplied with a uniform and safety footwear which must be worn whilst on duty. It is your responsibility to maintain the uniform in a reasonable standard. Cold weather gear and personal protective equipment will also be made available to you, at our discretion.

## 33. FIRST AID ALLOWANCE

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from St. John's Ambulance or similar body will be paid a weekly allowance as shown in Clause 27.2 if the employee is appointed by the employer to perform first aid duty.

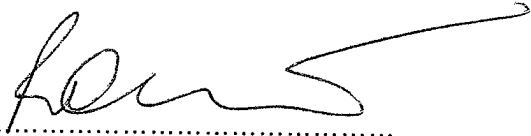
## 34. TRANSMISSION OF BUSINESS

- 34.1 Where a business is before or after the date of this Agreement transmitted from an employer (In this subclause called "the transmitter") to another employer (in this subclause called "the transferee") and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee.
- 34.2 The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission and;

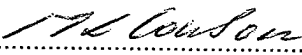
- 34.3 The period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employer with the transmittee.
- 34.4 Such an employee will not be entitled to redundancy payments under this award.
- 34.5 In this subclause "business" includes 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.

**PART 6. SIGNATORY PAGE**

SIGNED FOR AND ON BEHALF of )  
Jetstar Airways Pty Limited


  
 Name: ROHAN GARNETT  
 Position: HEAD OF PEOPLE  
 Address: 2/473 BOURKE ST  
MELBOURNE 3000  
 Dated: 13/7/2005

in the presence of:

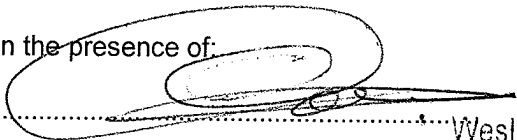
  
 Name .....  
 Address .....  
 Dated: 13/7/2005

**MARIANNE LOUISE COULSON**  
*Freemills*  
 101 Collins Street Melbourne  
 A current practitioner under  
 the Legal Practice Act 1996.

SIGNED FOR AND ON BEHALF of )  
Jetstar Engineering Consultative Committee

  
 Name: COLIN BRUCE  
 Position: E.C.C. CHAIRMAN  
 Address: 18 WINDYETER CR  
MEDOWIE 2318  
 Dated: 14/7/2005

in the presence of:

  
 Name ..... Wesley George Powles LASSAM  
 Address 14 STOCKTON ST A Justice of the Peace in and for  
NELSON BAY the State of New South Wales  
 Dated: 14/7/05 No. 114475

## **Schedule A**

### **Employee Classifications**

- Apprentice
- Trades Assistant
- Aircraft Maintenance Engineer (AME)
- Licensed Aircraft Maintenance Engineer (LAME)