

**QANTAS AIRWAYS LIMITED**

**COLLECTIVE AGREEMENT**  
(NEW ZEALAND)

Contact Centre Employees / Members of Unite

3 September 2017 – 2 September 2020

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# SECTION 1 - AGREEMENT FORMALITIES AND STATEMENTS OF INTENT

## Clause 1 - Coverage

This Collective Agreement covers Qantas employees who are members of Unite or who become members and who are employed to work in the positions set out in the salary scales under Appendix Two.

## Clause 2 - Parties

The parties to this Agreement are as follows:

**Qantas Airways Limited** (the Employer)

and

**Unite**

### 2.2. New Employees

All new employees employed to work in New Zealand after the date of signing of this Agreement, whose work comes within the coverage, and are not members of Unite, will be employed under the terms and conditions of the Qantas Airways Limited Individual Employment Agreement. Where the new employee is not a member of the Unite, the Employer will inform the employee that:

- (a) This Agreement exists and can cover their work;
- (b) They may join the Unite;
- (c) How to contact the Unite;
- (d) If the employee joins the Unite, the employee will be bound by this Collective Agreement, and the Individual Employment Agreement agreed between the Employer and the Employee during the recruitment process will no longer apply
- (e) If any individual terms and conditions of employment have been mutually agreed between Employer and the Employee, these conditions will remain when the Employee joins the union provided they are not inconsistent with the Collective Agreement.
- (f) New Contact Centre employees will be given the opportunity to be introduced to a Unite representative as part of the Company induction.
- (g) For Qantas employees, who join Unite during the term of this Agreement, and who fall within the coverage clause, this Agreement shall commence to have application on the first working day for that Employee, after the Employer receives written notice that the Employee has joined Unite.
- (h) Unite will provide the Employer with written notification within seven (7) calendar days that the Employee has joined their membership.



### **Clause 3 - Term**

- (a) This agreement will be effective from 3 September 2017 and continue in force until 2 September 2020.

### **Clause 4 - Variations**

- (a) Where either party proposes a variation to this Agreement, the proposal shall be discussed by the Employer and the Unite employee representative/s in the first instance.
- (b) If the Employer accepts the proposed variation, Unite shall present it to affected employees.
- (c) If 50% of affected employees, plus one additional affected employee agrees to the variation the agreement shall be recorded in writing and signed by the Employer and Unite.
- (d) Where agreement on variation is reached by operation of this clause, all affected employees shall be bound by the variation
- (e) In the event of no agreement being reached, the provisions of this Agreement shall continue to apply.

### **Clause 5 - Working together**

- (a) The parties will form joint working groups as agreed from time to time for the purpose of jointly considering issues as they arise.
- (b) The parties will work together to comply with their obligations under the Health and Safety in Employment Act in respect of employee participation.
- (c) The Employer recognizes Unite as the Unite member employee's representative for the purposes of negotiating and interpreting this Agreement.
- (d) For any significant change to working conditions (excluding rosters), a consultation process will apply. The consultation process will engage both the Union and their members and allow an opportunity to provide feedback. Any confirmed changes may be implemented within a minimum of two weeks' notice from the confirmation of change.



## **SECTION 2 – HOURS OF WORK**

### **Clause 6 – Hours of Work**

#### **6.1. Standard hours of work for Full-Time Employees**

There are two classifications of working hours for the roles covered by this Agreement.

##### **(a) Rotational hours**

- (i) Rostered hours that are rotational across the 24-hour day, 7-day week.
- (ii) The hours of work shall not exceed eight hours in one day, or forty hours in one calendar week.
- (iii) The ordinary hours shall be worked between 0630 and 2100, Monday to Sunday.
- (iv) For hours worked outside of the ordinary hours of 0630 to 2100, the penal rate specified in Clause 9 will apply.
- (v) Qantas may offer non-rotational roster patterns where operationally viable.
- (vi) Should Qantas agree to a non-rotational roster pattern for an individual, the arrangement must be recorded and mutually agreed in writing between Qantas and the employee.
- (vii) Any agreement for an individual to work on a non-rotational roster for a fixed-term period will be for a minimum period of three months. Such agreement will expire at the end of the fixed-term period unless agreement to extend is recorded in writing ahead of expiry. For completeness, the restrictions at clause 6.1(b) below do not apply to an agreement reached under this clause.

##### **(b) Non-rotational hours**

- (i) This classification applies only to employees that were employed in the Auckland Contact Centre prior to 19 May 2008.
- (ii) The hours of work shall not exceed eight hours in one day, or forty hours in one calendar week.
- (iii) The ordinary hours shall be worked between 0630 and 2000, Monday to Sunday.
- (iv) For the avoidance of doubt, other than Employees that commenced their employment in the Auckland Contact Centre prior to 19 May 2018, all other employees covered by this Agreement are classified as Rotational under Clause 6.1(a).

##### **(c) Substantial variation to rosters**

Any proposal, and decision, by the Employer to substantially vary existing roster patterns shall be subject to prior consultation with directly affected employees and Unite representative. Following consultation, the Employer will have ultimate discretion as to whether or not to substantially vary roster patterns (this reflects the Employer's need for flexibility required by the nature of the airline industry and changing operational requirements).



#### **(d) Variation within existing roster pattern**

Qantas may agree with an employee to vary the way that employee's hours are worked (including timing of breaks) within an existing roster pattern. Any such agreement will be recorded in writing. Qantas reserves the right instruct the employee revert to usual hours on two weeks' notice.

### **6.2. Part-Time, Casual and Temporary Employees**

Where required the Employer may engage employees on the following basis:

- (a) Part-time employees:** Employees employed regularly for less than the level of full normal hours per week but not less than 20 hours a week unless mutually agreed between the Employer and Unite.
- (b) Casual employees:** "Casual Employee" means any employee who is engaged on an as required basis to meet operational needs which includes the following circumstances:
  - (i) to relieve full-time or part-time employees during absences on leave and training;
  - (ii) to supplement full-time or part-time employees during peak periods of demand;
  - (iii) during emergencies provided that this is not contrary to the Employment Relations Act 2000;
  - (v) if full-time or part-time staff are not available within ordinary hours.

No casual employee shall be employed if a permanent employee is readily available to perform the duties nor shall the ordinary hours of work or ordinary earnings of any other employee be reduced as a result of the employment of a casual employee.

A Unite representative will be consulted before there is an increase in the employment of casual employees where practicable.

- (c) Temporary fixed-term employees:** Employees engaged for a fixed period of up to 12 months. Fixed-term employees will only be engaged where there are genuine reasons based on reasonable grounds requiring a fixed term engagement. Where practicable, a Unite representative will be consulted before fixed-term employees are engaged.

### **6.3. Meal Break**

- (a) For full time employees the meal break during the ordinary hours of work or ordinary roster hours shall be not less than half an hour and not more than one hour in duration and shall be unpaid.
- (b) For part time employees, entitlement to an unpaid meal break of half an hour will occur if the work period is between four (4) and six (6) hours.



#### **6.4. Rest Break**

- (a) Full time employees will be entitled to a break of fifteen (15) minutes (paid) to be taken during the first and last part of the day, or duty period.

Part time employees will be allowed two (2) paid breaks of fifteen (15) minutes where the work period is between four (4) and six (6) hours.

- (b) For a working period that exceeds eight (8) hours, employees shall be entitled to an additional fifteen (15) minute paid break. Hours of work shall not exceed twelve (12) hours in one working day.
- (c) The parties agree that generally this provision will apply but recognise the flexibility needed for operations. Management will use their best endeavors to ensure employees are rostered onto breaks appropriately.

#### **6.5. Days Off**

- a) Two consecutive days off work shall be allowed in each week except when overtime is required to be worked, or the needs of the operation render it impracticable.
- b) An employee may individually agree to be rostered under a roster pattern which does not have two consecutive rostered days off. This flexibility will allow the employer to explore and offer different roster patterns which employees may find more attractive.

#### **6.6. Minimum Break**

The employee shall be granted at least 10 hours free of duty between periods of successive, ordinary duty. Any employee who is not given at least 10 consecutive hours off inclusive of travel time between the termination of one duty and the commencement of the next, shall be paid time and a half rates for all time worked on the second duty.

#### **6.7. Shift changes by mutual agreement**

Changing shifts, by mutual agreement, by employees concerned and having been duly authorised by the duty supervisor shall be permitted providing that the shift change does not involve the Employer in additional cost and further, that the individual concerned is suitably qualified to carry out the rostered functions of the other employee. This is to be restricted to a maximum of two per workgroup per week.

### **Clause 7 - Overtime**

#### **7.1. General**

The Employer may require reasonable overtime to be worked by any employee on a scheduled or unscheduled basis to meet the requirements of the operation and its customer.



## **7.2. Overtime Definition and Application:**

- (a) Overtime is defined as time worked:
  - (i) in excess of daily rostered hours; or
  - (ii) in excess of forty hours per week; or
  - (iii) on a rostered day off.
- (b) Employees working approved overtime shall be paid overtime at the rate of time and a half.
- (c) By mutual agreement, time off in lieu may be granted at ordinary time instead of payment.

## **7.3. Call Out**

- (a) Any employee who having completed their hours of work, is called back to work on the same day has been "called out".
- (b) Any employee required to work on a "call-out" shall be paid at the overtime rate and shall be entitled to a minimum payment of four hours at the overtime rate. This provision shall not have application to overtime or split shifts pre-arranged the previous day.



## **SECTION 3 - REMUNERATION**

### **Clause 8 - Remuneration**

#### **8.1. Annual Performance Reviews:**

Annual performance reviews will be conducted in respect of each employee, at which time their performance will be assessed according to a scale.

#### **8.2. Salary Increases**

- (a) All Employees covered by this Agreement shall receive a salary increase of 3% per year, for the three (3) year term of the Agreement from 3 September 2017 to 2 September 2020, with the first increase being 3 September 2017.
- (b) The minimum and maximum range of the Salary bands in Appendix 2 shall increase by 3% per year, for the three (3) year term of the Agreement from 3 September 2017 to 2 September 2020.
- (c) Where the salary increases set out in 8.2(a) would increase an employee's salary to an amount in excess of the top of their band (as increased in accordance with clause 8.2(b), the employee's salary will not increase by the amounts set out in 8.2(a), but rather will increase to the top of the increased band only. Any additional salary an employee would have received if they received the increase provided in 8.2(a) will be paid to the employee as a lump sum payment as soon as practicable following the salary increase dates.

#### **8.3. Progression between Scales in Appendix Two**

- (a) Where an employee is appointed to a role in a higher scale, the employee will receive a salary increase to the next level to which they are appointed, which is the greater of:
  - (i) the minimum level of the new grade; or
  - (ii) 4% of their current base salary; or
  - (iii) as otherwise agreed by the RGM.

#### **8.4. Resolution of Performance Assessment Issues**

- (a) Where an employee disputes their performance review assessment, the following process shall apply:
  - (i) The employee must first discuss their views of their performance at the time annual performance reviews are conducted;
  - (ii) Where the employee does not agree with the performance review assessment, they may formally request a review of their performance appraisal with their direct manager;
  - (iii) Where an employee is not satisfied with the result of the review undertaken by



their direct manager under clause 8.4(b), the employee may request a review from HR by providing examples and justification to support the review claim.

The manager will also be requested to provide examples and justification to support the review.

- (d) Where the employee remains dissatisfied following the process set out in clause 8.4(c), on the request of the employee, HR will request that the RGM review all information provided by the employee and manager, and make a determination of the Performance, Planning & Review Appraisal.

## **8.5. KiwiSaver**

The Employer will facilitate the employee's participation in KiwiSaver in accordance with the KiwiSaver Act 2006 and any amending or substituting Acts.

## **Clause 9 – Penal rate**

The penal rate shall be an additional 40% of ordinary hours for worked performed after 2100 and before 0630 Monday to Sunday. This penal rate is an all-inclusive allowance in recognition for work performed outside of ordinary hours of work for the Contact Centre on a 24-hour roster.

## **Clause 10 - Higher Duties Allowance**

- (a) When an employee is required to temporarily carry out the duties of a more senior employee they may qualify for the Higher Duties Allowance subject to the following conditions:
  - (i) the undertaking of the higher duty must be mutually agreed between the employee and the relevant manager; and
  - (ii) the undertaking of the higher duty must be properly recorded in writing.
- (b) The allowance shall be paid at the bottom hourly rate of the position being covered or 110% of the hourly rate of the employee covering the duty (whichever is higher) while such higher duties are being performed.
- (c) Entitlement to the allowance shall be paid for the duration of the time whilst acting in the senior role. Should the duration of the higher duty be less than one day, it will be paid in one hour increments.
- (d) Applicable overtime rates and other allowances will not be affected by the Higher Duties Allowance.

## **Clause 11 - Buddy Training Allowance**

- (a) An employee will be paid a buddy trainer allowance where the employee is participating in a formal buddy-training program which requires the employee to provide on the job instruction to another employee to perform duties classified at



the same level as the employee providing the instruction. (Refer Buddy Training Guidelines)

- (b) The allowance will be paid for each day or shift or part thereof, on which the employee performs as a buddy trainer at the rate of \$15.00 per shift or part thereof.

## **Clause 12 – Internal assignment allowance**

- (a) When an employee is required to temporarily carry out duties of a more senior employee, they may qualify for an Internal Assignment Allowance subject to the following conditions:
  - (i) the undertaking of the internal assignment must be mutually agreed between the Employee and the relevant manager; and
  - (ii) the duration of the internal assignment must be for a period of more than three (3) months;
  - (iii) the undertaking of the assignment must be properly recorded in writing.
- (b) The allowance shall be paid as the difference between the Employee's existing annual salary, and the bottom of the salary range for the annual salary of such duties being performed. The annual amount will be prorated for the duration of the assignment and paid as a fortnightly payment in addition to the Employee's base salary.
- (c) Entitlement to the allowance shall be paid for the duration of the assignment. At the end of the assignment, the Employee will return to their pre-assignment position and salary.
- (d) Applicable overtime rates and other allowances will not be affected by the Internal Assignment Allowance.

## **Clause 13 - Payment of Salary**

- (a) Salary shall be paid fortnightly by direct credit into a nominated bank account of the employee and such salary shall be accessible to the employee on Tuesday in that pay week, except where a public holiday delays the processing of salary payments.
- (b) The Employer shall make all deductions as required by law or by mutual agreement between the Employer and employee.
- (c) The Employer undertakes to deduct Unite fees from the salary of members of Unite and shall remit the fees, together with a list of employees from whom deductions were made.
- (d) The employee shall be supplied with access to obtain a record of how their salary is made up.



### **13.1. Overpayments/Underpayments**

- (a) Once it has been established and agreed by Payroll or Finance that an underpayment has occurred; an employee will receive payment as soon as practicably possible.
- (b) Where there is a mistake in paying an employee their salary in a payroll cycle the employee may choose to make a claim for costs incurred if they have been financially disadvantaged by the error. Where there is an ongoing failure to remedy the payroll error then the employee may raise additional costs.
- (c) Where an overpayment is identified, the employee will be advised in writing by Payroll of the details and provided with an opportunity to set up a reasonable repayment plan, including a minimum repayment amount per pay cycle.
- (d) The definition of overpayment does not include the payment in advance of annual leave not taken.
- (e) During employment, or upon termination of the employee's employment for any reason whatsoever, the employee authorises the Employer to deduct from the employee's pay (including holiday pay) any over-payments, outstanding debts or moneys owed by the employee to the Employer, the value of any unreturned property, or, in the event the employee fails to give the agreed notice of termination, a sum equivalent to the remuneration that would have been payable over the period of notice.

## **SECTION 4 - LEAVE**

**Note:** The entitlements provided for in this section, other than service holiday, are inclusive of, and not in addition to, the entitlements provided for in the Holidays Act 2003 and any amending or substituting Acts.

### **Clause 14 - Annual Leave**

#### **14.1. Holidays Act**

Annual leave will be allowed in accordance with the Holidays Act 2003 and any amending or substituting Acts which provides for four weeks' holiday at the end of each completed year of service, all inclusive of entitlements under the Holidays Act 2003.

#### **14.2. Service Holiday**

Employees who have completed five years current continuous service with the Employer in New Zealand will be granted an additional week's annual leave in each subsequent year of service in addition to the statutory minimum in subsequent years.

#### **14.3. Special Provisions for Shifts**

- (a) Shift employees shall be entitled to five weeks' annual leave per year. This is inclusive of minimum entitlements specified in clause 14.1. For the avoidance of



doubt, shift employees shall be entitled to additional service holidays under clause 14.2.

- (b) Shift employees working more than one month but less than 12 months on shifts shall receive a pro-rata proportion of their extra week of annual leave.

#### **14.4. General**

- (a) Annual leave may be requested in full day or half day periods and approved in line with local procedures.
- (b) Annual leave should be taken in the year that it falls due. Where an employee has accrued annual leave beyond this and no agreement as to the time for taking that leave is reached, the Employer may give the employee not less than 14 days' notice in writing requiring that the leave be taken at a specified time.

## **Clause 15 - Public Holidays**

### **15.1. Holidays Act**

- (a) The following shall be allowed in accordance with the Holidays Act 2003 and any amending or substituting statutes. The following are recognised public holidays in New Zealand:
  - (i) Christmas Day
  - (ii) Boxing Day
  - (iii) New Year's Day
  - (iv) Day After New Year's Day
  - (v) Good Friday
  - (vi) Easter Monday
  - (vii) Anzac Day
  - (viii) Labour Day
  - (ix) The Birthday of the Reigning Sovereign
  - (x) Waitangi Day
  - (xi) Anniversary Day (or day observed in lieu of).
- (c) (Clauses 15.1(a)(i) – (vii), (x) above) shall be observed as follows:
  - (i) If the public holiday falls on a Saturday, and an employee would otherwise work on that day, then the public holiday will be observed on the Saturday for that employee. If the employee would not otherwise work on that day, the public holiday will be observed on the following Monday for that employee.
  - (ii) If the public holiday falls on a Sunday, and an employee would otherwise work



on that day, then the public holiday will be observed on the Sunday for that employee. If the employee would not otherwise work on that day, the public holiday will be observed on the following Monday for that employee.

## 15.2. Payment for Public Holidays

- (a) Where a public holiday would otherwise be a working day for the employee but the employee is not required to work on that day, it shall be taken as a paid holiday calculated in accordance with the Holidays Act 2003 and any amending or substituting Acts on the basis of the employee's relevant daily pay.
- (b) Where an employee is required to work on a public holiday, the employee shall be paid at twice their ordinary time rate of pay for the hours worked on that day. Where an employee is required to work on a public holiday and the day would otherwise be a normal working day for that employee, the employee shall also be entitled to an alternative holiday in observance of the public holiday at a later date to be mutually agreed.

**Note:** as per the Holiday's Act 2003 the payment for the day in lieu is "the employee's relevant daily pay" or in other words the number of hours that make up the normal rostered day for the employee concerned, and any payment for overtime if that payment would otherwise have been received on the day concerned.

- (c) Alternatively, the Employer may use the formula 'average daily pay' if:
  - (i) it is not possible for the Employer to determine the employee's relevant daily pay or;
  - (ii) the employee's daily pay varies within the pay period when the holiday or leave falls;
  - (iii) any public holiday may be transferred to any other day by mutual agreement of the parties;
  - (iv) where a shift overlaps into a public holiday, that being 0001 to 2400 of that public holiday, then the employee is deemed to have worked on that day and the provisions of clause 15.2(b) apply;
  - (v) where a public holiday falls on a shift employee's rostered day off, such employee shall be paid for the day in accordance with calculations under the Holidays Act 2003 and any amending or substituting Acts on the basis of the employees relevant daily pay.

## Clause 16 - Long Service Leave

- (a) On completion of 10 years' continuous service, employees will be granted an additional one-off entitlement to five working days leave, with a further grant of five days leave each five years thereafter.
- (b) Each allocation of five days long service leave must be taken within five years from the anniversary day it is earned.

## Clause 17 - Sick Leave

### 17.1. Entitlement

- (a) The following entitlements are instead of, and not in addition to the sick leave provisions set out in the Holidays Act 2003 and any amending or substituting Acts.
- (b) Sick leave may be taken when:
- (i) the employee is sick or injured; or
  - (ii) the employee's spouse (including de facto) is sick or injured; or
  - (iii) a person who depends on the employee for care is sick or injured.
- (c) Employees will be entitled to paid sick leave on the following basis:
- For the first three months 0 days
  - For the next three months 5 days' sick leave
  - Second six months 5 days' sick leave
  - Each year thereafter 10 days' Statutory sick leave

### 17.2. Accumulating sick leave

- (a) At the end of each 12 months of service, any unused sick leave will accumulate from year to year. Unused sick leave can accrue up to a maximum total of 160 days. Where an employee was covered by any previous agreement dated 1 July 2005 to 30 June 2008, and has a sick leave balance in excess of 160 days at the time of this Agreement coming into force, the employee shall be entitled to retain their sick leave balance until such time as it has depleted to 160 days or less.
- (b) Sick leave continues to accumulate during any periods of:
- (i) paid leave granted by the Employer or taken pursuant to legislation; or
  - (ii) leave without pay (for periods less than one month).
- (c) Other periods of leave taken without pay do not count as service for the accumulation of sick leave unless specified otherwise in the relevant Agreement.

### 17.3. Exhausting sick leave

If an employee's sick leave runs out, the employee can request access to annual holiday leave or unpaid sick leave with the Employer's approval. Requests for additional leave will be granted at the Employer's discretion.

#### **17.4. Medical certificate requirements**

- (a) An employee who takes sick leave will need to provide satisfactory supporting evidence of sickness or injury in the form of a medical certificate after three days illness.
- (b) Where an employee takes sick leave to look after an employee's spouse, partner or a dependent, the employee will need to provide a medical certificate after three days which clearly states that the condition of the family member in question was such that it required the care and support of the employee.
- (c) The Employer may request supporting evidence in limited or extenuating circumstances for absences of less than three days.
- (d) The Employer will cover the reasonable cost of obtaining such proof on receipt of the medical certificate and an accompanying invoice or receipt if proof is requested.
- (e) Where a pattern of absenteeism is noted, a manager may request a doctor's letter or report. The employee may elect to have this letter presented to the Employer's doctor who will advise accordingly.

### **Clause 18 - Bereavement/Tangihanga Leave**

#### **18.1 Entitlement**

Bereavement leave may be provided to employees following the death of a partner, spouse or family member. The payment of bereavement leave will be calculated in accordance with the Holidays Act and any amending or substituting Acts.

#### **18.2 Available bereavement leave**

An employee is entitled to take bereavement leave as follows:

- (a) Up to five (5) days' paid bereavement leave on each occasion following the death of the employee's spouse, partner, parent, child, sibling, grandparent, grandchild or the spouse or partner's parent.
- (b) Up to one (1) day's paid bereavement leave in the event of the death of any other person whose death the Employer consider to have caused the employee to suffer a bereavement. The Employer would consider the closeness of the association between the employee and the deceased, any significant responsibilities for arrangement of the ceremonies, and any other cultural responsibility.
- (c) If bereavement leave is not appropriate then annual leave may be taken with the prior approval of the Employer.



### **18.3 Unpaid bereavement leave**

Where there is no entitlement to paid bereavement leave, an employee may take unpaid bereavement with the prior approval of the Employer.

### **18.3 Supporting evidence**

Where an employee takes bereavement leave, appropriate evidence of the reason for the leave is required. Supporting evidence includes, but is not limited to:

- (a) a death certificate;
- (b) an obituary notice; or
- (c) an appropriate letter to the Employer from the funeral home.

**Note:** The leave provided for by this clause is inclusive of and not in addition to the bereavement leave entitlements under the Holidays Act 2003 and any amending or substituting Acts.

### **17.5 Extension of Application of Clause:**

The Employer may approve bereavement leave for an employee to discharge any obligation and/or pay respects to a deceased person where the Employer accepts that the employee has suffered a bereavement, e.g. where the employee has had a close association with the deceased person.

## **Clause 19 – Jury/Court Leave**

Employees called for jury service are granted appropriate leave. Employees working on afternoon or night shift will not be required to work at night during the trial, or on the night before or after their jury service. An employee would not be expected to work over a weekend period if they have been on jury service for the week prior to that weekend.

- (a) Where an employee is obliged to undertake jury service, or is summonsed to give evidence, the difference between the fees paid by the Department for Courts (excluding reimbursing payments) and the employee's ordinary wages shall be made up by the Employer, provided that:
- (b) The employee produces the Court expenses voucher, if asked, to the Employer.
- (c) The employee will return to work immediately on any day not actually serving on the jury or giving evidence.
- (d) These payments shall be made up for the duration of the case for which the employees are obliged to undertake jury service or give evidence.

**Note:** The provisions of this clause are subject to the employee giving notice to the Employer as soon as practical following the issue of a summons.

## **Clause 20 - Parental Leave**

- (a) Parental leave shall be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and Qantas policy (NZ).
- (b) Where an employee is in receipt of Government-funded paid parental leave under Part 7A of the Parental Leave & Employment Protection Act, the Employer will pay the employee a top up to their ordinary weekly earnings for the first two weeks of that period of parental leave.

## **Clause 21 - Time in Lieu**

- (a) Where an employee covered by this Agreement is asked to represent the Employer in a work-related function or commitment outside their normal work hours or is obliged to do so in the best business/commercial interests of the Employer, then time in lieu will be afforded to the employee engaging in that work-related function or commitment.
- (b) Where an employee continues to work to complete a customer call at the end of their shift, the following will apply:
  - (i) A call greater than five (5) minutes but less than 30 minutes - time in lieu may be granted at ordinary time.
  - (ii) A call greater than 30 minutes - overtime may be granted or time in lieu (by mutual agreement)

Additional call times will be recorded and tracked by the Manager for the purposes of granting time off in lieu or overtime.

- (c) Time in lieu is to be taken within four weeks of the time accruing at a time mutually convenient to the Employer and the employee. If four weeks cannot be achieved, both parties can agree to an appropriate time within an additional four weeks.
- (e) By mutual agreement, time off in lieu may be granted at ordinary time instead of payment for overtime. (refer: Overtime Clause 7.2)



## **SECTION 5: TERMS OF EMPLOYMENT**

### **Clause 22 - Mileage Allowance**

- (a) Where the Employer and employee agree, an employee may use their personal car on approved Employer business and the employee will be reimbursed on the basis of travelled mileage as per the Qantas Private Motor Vehicle Policy.
- (b) Mileage will be calculated based on the published AA rates, and claimed via the local expense claim process.

### **Clause 23 - Clothing/Appearance**

- (a) During business hours, employees are expected to dress and maintain their appearance in such a way as to be commensurate with the Employer's image and of generally accepted standards of commercial activity.
- (b) The Employer may inform employees when their dress or appearance is not acceptable and require employees to comply with standards, which the Employer considers appropriate. Failure to comply with such requirements will render employees liable to disciplinary action.

### **Clause 24 - Transfers**

- (a) In circumstances where the Employer requires a transfer or secondment of employees such transfers shall be mutually agreed.
- (b) Where employees may be required to serve abroad temporarily on duty or for training or where an employee is required to relocate then such arrangements shall be subject to the mutual agreement of the parties.

### **Clause 25 - Employee Obligations**

#### **25.1 Rights of Publication**

It is the Employer's policy that information about the airline be provided to the public officially by the Employer. The Policy and Procedures Manual provides for the confidentiality of the Employer's information. The Employer's consent in writing must be obtained before an employee publishes any information about the Employer.

#### **25.4. Disclosure of Interest**

Employees who wish to engage in any outside profession, trade or business whilst in the service of the Employer must obtain the written consent of the Employer before doing so. This consent may be withdrawn at any time if the Employer considers that the secondary occupation interferes with the employee's duties.



### **25.3 Undertakings**

- (a) The employee shall observe strict secrecy as to any confidential information which may come to the knowledge of the employee during employment by the Employer.
- (b) The employee will not at any time during the currency of this Collective, or during a period of six months after the termination of the employee's employment, on the employee's own account or for any other person, firm or employer carry on any business in competition with the Employer, solicit, interfere with, or endeavour to entice away from the Employer, any person, firm or company who at any time during the continuance of the employee's employment by the Employer shall have been a customer or client of the Employer.

### **Clause 26 - Employee Protection Provision**

- (a) The following process will apply where part or all of the Company's business is to be sold, transferred, or contracted out to another entity and, as a result, the work (or substantially similar work) previously performed by an employee(s) is not required to be performed by that employee(s) and will be performed by employee(s) of the new entity:
  - (i) In the course of negotiations with the new entity, the Company will discuss the likely impact of this event upon affected employees.
  - (ii) The Company will discuss with the new entity whether it is possible to transfer affected employees to that entity, and if so, whether any such transfer will be offered to affected employees on the same terms and conditions of employment and whether the new entity will recognize prior service.
  - (iii) Subject to any other provision in this clause, the Company will, at the time of restructuring, discuss with affected employees what entitlements, if any, are available to them if they do not transfer to the new entity.
- (b) If an employee's employment is terminated due to the transfer, lease, sale, restructure, amalgamation, succession or contracting out of the whole or part of the business of the Employer and the employee is offered employment on substantially similar terms and conditions of employment, including that the employee's employment is treated as if it were continuous, no redundancy whether technical or other will arise.

### **Clause 27 – Medical Examination**

- (a) Employees agree that the Employer may, at its expense, require an employee to undergo a medical examination by a registered medical practitioner nominated by the Employer or a Medical Practitioner of their choice. The



Employer has the right to seek an independent medical opinion if the employee chooses their own practitioner. They also agree to a copy of any medical report being available to both the Employer and the employee for the purposes as set out below. It is agreed that any such medical report shall not contain information regarding the employee's health beyond that necessary for the purposes set out below.

- (b) The Employer may exercise this right for the purposes of determining:
- (i) whether to grant ongoing sick leave or not;
  - (ii) whether employment should be terminated for incapacity;
  - (iii) whether the employee has been absent from work due to a condition, illness or injury; or
  - (iv) whether the employee's physical and/or mental health may be affecting his or her ability to perform the duties under this agreement safely and effectively.
  - (v) assessing the employee's fitness for work and/or return to work after a period of sick leave, reduced, or alternative duties; or
  - (iv) obtaining a second opinion where the employee has provided a medical certificate or report.

## **Clause 28 – Probation Period**

- (a) Employees' employment is subject to a probationary period of three months, during which, the employee's performance will be appraised and monitored and may be reviewed at any time. A review of the employee's employment may be undertaken at or about the end of that period with the object of enabling the Employer to assess whether the employee is likely to be a satisfactory appointment to the permanent staff.
- (b) If the Employer concludes that the employee is unlikely to be satisfactory, the Employer will give the employee the opportunity to respond to the Employer's concerns.
- (c) After considering any responses which the employee gives, the Employer may:
- (i) Confirm the employee's appointment to the permanent staff; or
  - (ii) Extend the probationary period for such further period as the Employer considers necessary to enable a further assessment of the employee to be made in which event the Employer will inform the employee of the reasons for the extension; or
  - (iii) Subject to clause 27(d), terminate the employee's employment on giving 1 weeks notice, or payment in lieu of notice. For the avoidance of doubt, the notice period provided for in the Termination of Employment clause does not apply to termination in accordance with this clause.



- (d) The Employer may not exercise the power of termination under clause 27(c)(iii) unless the Employer has, no less than two weeks before the review referred to in clause 27(a), advised the Employee of any improvement it regards as necessary and given the employee warning of the likely consequences if such improvement is not achieved before the review.
- (e) If the Employer decided to extend the probationary period, in accordance with clause 27(c)(ii), the Employer may reassign the employee to different duties for which the employee is, or appears to be, better suited.
- (f) In assessing whether the employee will be a satisfactory appointment to the permanent staff, the Employer may take into account such matters as the Employer sees fit, irrespective of whether or not any such matter amounts to misconduct on the employee's part.
- (g) Nothing in this clause shall prevent the Employer from terminating the employee's employment summarily in accordance with the termination clause of this Agreement at any time within the probationary period.

## **Clause 29 – Drugs & Alcohol Management Plan (DAMP)**

- (a) To protect the safety of all employees and the integrity of the Employer, any use, possession or influence of illicit drugs in the workplace will not be tolerated.
- (b) If the Employer suspects that an Employee is under the influence of drugs or alcohol it will discuss the matter with that Employee. However, if not satisfied with the explanation, the Employee will be requested to attend a designated medical centre at the Employers expense to undergo a drug/alcohol test. The Employee will be entitled to refuse to undergo such a test but failure to do so may result in the Employer making a determination based on the information available to it. If the presence of drugs or alcohol is detected in a test the Employee may be dismissed for serious misconduct.

## **Clause 30 – Security Inspections**

- (a) It is a condition of employment that when requested by a Security officer or other officer authorised by the Employer, employees must permit the inspection of any parcels, bags or other containers in their possession or control, any motor vehicle they have driven, or any lockers, desks or other receptacles they have used. Inspections may be carried out at any time including when duty is being performed and upon entering or leaving the Employer's premises. For this purpose, 'the Employer's premises' means any place or thing (whether or not owned by or within the exclusive control of the Employer) used by the Employer in the course of conducting its business, including but not limited to aircraft, vehicles, offices, terminals, hangars, workshops, warehouses, kitchens and airports.
- (b) Failure to comply with this condition will result in disciplinary action, which may include the termination of employment.



## **Clause 31 – Corporate Policies**

- (a) Employees are required to comply with the Employer's policies and procedures, as amended, varied or withdrawn by the Employer from time to time, at its sole discretion. Any breach of these policies and procedures may result in disciplinary action up to and including dismissal.
- (b) All Corporate Policies are available on the Employer's internal online site. Employees are responsible for becoming familiar with, maintaining awareness of, and understanding all the Employer's policies and procedures.
- (c) The Employer is responsible for taking reasonable steps to inform employees about changes to policies and procedures and for consulting employees about changes as appropriate.

## **Clause 32 – Representing**

Employees must not, without authority, directly or indirectly state or imply that they are representing the Employer or its public position in respect of any matter. Employees must not directly or indirectly engage in any behaviour or activity which could, by association, cause the Employer public embarrassment or bring the Employer's image into disrepute.

## **Clause 33 – Confidentiality**

- (a) Confidential Information includes any information (written, electronic or oral) of a commercial, operational, technical, financial or personal nature which is not publicly available. This includes confidential information belonging to or concerning the business of the Employer, its staff and customers, or any of its related bodies corporate or affiliated entities. Except where employees have the express prior authorisation of the Employer, employees agree:
  - (i) not to disclose any Confidential Information to any person other than an employee or professional adviser of the Employer who is authorised to receive it;
  - (ii) not to use any Confidential Information in an unauthorised manner;
  - (iii) to use their best endeavours to prevent the disclosure of Confidential Information; and
  - (iv) to immediately notify the Employer of any suspected or actual unauthorised disclosure of Confidential Information.
- (b) Employees' obligations with respect to protecting Confidential Information will continue after the termination of their employment with the Employer.



## **Clause 34 – Intellectual Property**

- (a) Employees must disclose to the Employer all works, ideas, concepts, designs, developments and improvements made during the course of their employment or with the use of any of the Employer's time, materials or facilities, whether made or conceived alone or with others.
- (b) The Employer has, to the employees' exclusion and to that of any other person claiming through employees, all right, title and interest in and to such work, ideas, concepts, designs, developments and improvements and all or any industrial and intellectual property rights which may be obtained from them anywhere. Employees must, when required, do all things and execute all documents necessary to give effect to this clause.

## **Clause 35 – Return of Qantas Property**

Upon termination of employment, employees must immediately deliver to the Employer or its authorised representative, all uniforms, identification cards, keys, documents, records, papers and other materials (together with all copies) in their possession or control which relate in any way to the business or activities of the Employer or any of its related companies or affiliated entities.

## **Clause 36 – Health & Safety**

- (a) The Employer and the Employee mutually accept their respective legal obligations for health and safety in the workplace under the Health and Safety at Work Act 2015 and related amendments and/or regulations.
- (b) The Employer accepts its responsibilities to provide healthy and safe systems of work.
- (c) The Employee accepts their responsibility to observe all safety procedures, to comply with all reasonable directions regarding health and safety, and to operate all equipment with reasonable care and wear personal protective equipment when required.
- (d) All incidents, or potential incidents and hazards are to be reported promptly to the Employer. Failure to comply with safety procedures and reporting requirements may lead to disciplinary action.
- (e) The Employer acknowledges that stress may be a particular risk in the Employee's normal duties. Employees should advise the Employer, without delay, if the Employee feels stressed at work. The Employer will assess the



situation and then work with the Employee to reduce and/or minimize such stress and monitor as appropriate.

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## **SECTION 6 – TERMINATION OF EMPLOYMENT, REDUNDANCY, DISPUTES & GRIEVANCES**

### **Clause 37 - Termination of Employment**

#### **37.1. Termination with Notice**

- (a) Subject to clause 36.2, employment may be terminated by either party giving four weeks' written notice.
- (b) The Employer at its discretion may make a payment in lieu of notice and not require the employee to work out the Notice Period.
- (c) The Employer may agree to not require the Employee to work out all or part of the notice period, and the Employee will be remunerated for the period worked only.
- (d) Employees who do not give the requisite notice, will have salary in lieu of the deficient notice deducted from any salary (money) due to them, unless the Employer has agreed in writing to forego some or all of the period of notice.

#### **37.2. Termination without notice**

This agreement may be terminated without notice or payment by the Employer if the employee: is guilty of gross or serious misconduct or negligence in connection with the performance of their duties; or in any other way that seriously undermines the Employers trust and confidence

#### **37.3. Suspension**

The Employer reserves the right to suspend the employee with pay, or without pay (in exceptional circumstances);

- (a) while investigating serious misconduct, negligence in the performance of the employee's duties, or any other serious misconduct or repeated breach of this Agreement; or
- (b) where, because of a condition, illness, or injury, the Employer believes that the employee constitutes an immediate hazard to himself, or to others.

#### **37.4. Abandonment of Employment**

An employee who without good cause has not reported for duty for three consecutive days without written notification to the Employer will be deemed to have terminated their employment.



### 37.5. Redundancy:

- (a) Redundancy is a situation where the employee's position is surplus to the Employer's needs. The Employer will ensure that the procedures it follows in identifying and carrying out redundancies is fair and reasonable. Redundancy will be available if no suitable alternative position is available.
- (b) In situations of redundancy, permanent employees shall receive not less than four weeks' notice of the termination of their employment. Should there arise a situation in which the Employer is unable to give employees adequate notice of their termination, the Employer shall pay four weeks' pay in lieu of such notice.
- (c) Where a permanent employee is given notice of his/her redundancy and the employee voluntarily terminates his/her employment before the expiry of the notice period, then the employee shall not be entitled to payment for the unworked period of notice.
- (d) Where redundancy occurs among a group of employees whose positions have been identified as being surplus to business requirements, the Employer shall select among such employees in its own absolute discretion and the Employer may take into account performance factors affecting any such employees.
- (e) Individuals will not be eligible for redundancy compensation or notice if they are employed on a casual, seasonal, or temporary basis, or if clause (h) applies.
- (f) The scale of redundancy compensation will be as follows:
  - (i) Current continuous service of one month to one year, 4 weeks' pay.
  - (ii) Thereafter, two weeks' pay for each completed year or part thereof of current continuous service, with a maximum of 48 weeks' payment.

The number of weeks' compensation shall not exceed **48 weeks**.

- (g) Weekly redundancy compensation payments shall be calculated on the basis of whichever is the greater of:
  - (i) the employee's average weekly taxable earnings for three months prior to termination, or
  - (ii) the employee's average weekly taxable earnings for twelve months prior to the termination, or
  - (iii) at the ordinary time rate applicable at the date of termination.
- (h) Notwithstanding the above, where:
  - (i) the employee's position is disestablished; or



(ii) the Employer terminates the employee's employment

as a result by reason only of the sale, or transfer, lease, restructure, amalgamation, succession or contracting out of all or part of the Employer's business ("the business") nothing in this contract shall require the Employer to pay compensation for redundancy to the employee if the Employer, any

related entity of the employer, or the party obtaining the business Employer's business:

- (i) offers the employee employment in the business, which:
  - A treats the employee's employment with the Employer as if it were if it were continuous; and
  - B has the same or substantially similar terms and conditions of employment as the employee's previous conditions of employment; or
- (ii) offers the employee either employment in a capacity that the employee is willing to accept.

### **Clause 38 - Resolution of Employment Relationship Problems**

The provisions detailed in Appendix One to this Agreement shall apply in respect of resolving all employment relationship problems, including any personal grievance claims or disputes between the parties.



## **SECTION 7 –UNION MATTERS**

### **Clause 39 - Administration and Union Matters**

#### **39.1. Notification and Deduction of Union Fees**

Upon written request from Unite the Employer shall provide within 30 days a list of names, and classifications of employees covered by this Agreement; provided such requests shall not be made at intervals shorter than **SIX** months.

- (a) The Employer shall deduct fees from the wages of members of Unite covered by this Agreement and shall remit them, together with a list of employees from whom deductions were made, to the appropriate union offices at regular intervals; provided that union fee deductions have been authorised in writing by the employees concerned.
- (b) The manner of deductions and remittance shall be determined by agreement between the Employer and Unite.

#### **39.2 Access to Workplace**

Unite's access to the Employer's workplace shall be in accordance with the applicable provisions of the Employment Relations Act and any amending or substituting Acts.

#### **39.2. Workplace Representation / Delegate(s)**

- (a) The Employer shall give recognition to the delegates who are elected by the employees and endorsed by Unite as their representative(s) of that organisation.
- (b) Subject to prior arrangement with their supervisor, delegates shall be allowed reasonable paid time to conduct on-site delegates' business.
- (c) Subject to prior agreement with the Employer's authorised representative (such agreement shall not be unreasonably withheld), and on written application of Unite, a delegate or other elected representative shall be released without loss of ordinary earnings for off-site union business.
- (d) The parties to this Agreement agree that delegates shall be introduced to new employees as part of the induction process.

#### **39.3. Union Training Leave**

All Unite recognised delegates shall be entitled to five days' Union Education Leave per calendar year to attend training courses sponsored by the union. The following conditions shall apply:

- (a) Not less than two weeks' notice of a projected course and its agenda shall be given to the Employer.
- (b) The Employer's consent shall not be unreasonably withheld.



- (c) Time off shall be paid at the rate of ordinary pay for ordinary working hours spent in training. No reimbursement shall be made for loss of overtime or travelling time for time spent outside ordinary working hours.
- (d) In approving attendance at delegates' training courses, the Employer shall not be liable for costs associated with travel, registration fees, meals and other incidental items.

**39.4. Meetings**

During the term of this Agreement, employees shall be entitled to a total of **FOUR** hours' leave per calendar year without loss of ordinary pay to attend meetings authorised by the Regional Secretary of the union; provided that each of the following conditions is fulfilled:

- (a) Reasonable notice shall be given. The date, time and place of the meeting shall be arranged, in order to ensure the employer's business is maintained. Fourteen days' notice of off-site meetings may be required by the employer.
- (b) Work shall resume as soon as practicable after the finish of the meeting.
- (c) Only union members attending the meeting shall be entitled to payment. Unite shall supply the Employer with a list of union members attending and will advise the time the meeting finished.
- (d) In order to ensure the business is maintained, it may be necessary for some members to be available on-site during the meeting in order to enable essential production to continue.

**39.5. Employment Relations Education Leave**

- (a) Unite is entitled to allocate to its members in the workplace of any employer party to this Agreement a maximum of five days' Employer paid employment relations education leave for an individual in a calendar year subject to the following formula for determining overall leave entitlement.
- (b) The formula below is based on the number of full-time equivalent (FTE) union members as at 1 March in each year this Agreement applies. A full-time union member works 30 hours or more during a week and is counted as 1. A part-time union member works less than 30 hours per week, and counts as one half member for the purposes of calculating the overall FTE figure.

<b>Full-time equivalent employees as at 1 March in each calendar year this agreement applies</b>	<b>Maximum number of days of employment relations education leave that union entitled to allocate</b>
1-5	3
6-50	5
51-280	1 day for every 8 full-time equivalent union members or part of that number
281 or more	35 days plus 5 days for every 100 full-time equivalent union members or part of that number that exceeds 280

This entitlement is inclusive of and not in addition to, the entitlements provided

for in the Employment Relations Act 2000 and any amending or substituting Acts.

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## SECTION 8 – SIGNATORIES TO THE AGREEMENT

\_\_\_\_\_  
**Employer**  
for Qantas Airways Limited

Date \_\_\_\_\_

\_\_\_\_\_  
Witness

Date \_\_\_\_\_

  
\_\_\_\_\_  
**Union**  
for Unite

Date 25 September 2018

  
\_\_\_\_\_  
Witness

Date 25 September 2018

## **APPENDIX ONE: PERSONAL GRIEVANCES AND DISPUTES PROCEDURES**

The procedures for the resolution of personal grievances and disputes shall be in accordance with Part 9 of the Employment Relations Act 2000.

Information on Procedures and Services available for the resolution of Employment Relationship Problems

### ***Definitions***

An “employment relationship problem” is defined in the Employment Relations Act 2000 and includes:

- (a) a personal grievance;
- (b) a dispute;
- (c) any other problem related to or arising out of the employment relationship but does not include any problem with the fixing of new terms and conditions of employment.

A “personal grievance” means any grievance that an employee may have against the employee’s employer or former employer because of a claim that the employee:

- (a) has been unjustifiably dismissed; or
- (b) has had his/her employment, or his/her conditions of employment affected to his/her disadvantage by some unjustifiable action by the employer; or
- (c) has been discriminated against in his/her employment; or
- (d) has been sexually harassed in his/her employment; or
- (e) has been subjected to duress in relation to membership or non-membership of a Union or employees organisation.

**NOTE:** The terms used in this clause have precise legal meanings, which are set out in detail in the Employment Relations Act 2000.

A “dispute” is a dispute about the interpretation or application or operation of an employment contract or an employment agreement.

### **Raising Employment Relationship Problems**

- (a) An employee with an employment relationship problem is advised to first consult with their Union representative.
- (b) The preferred method of initially dealing with an Employment Relationship Problem is for the employee to first speak with his/her supervisor or manager.



If for any reason the employee does not wish to raise the matter with the supervisor or manager, the employee should speak to another manager or someone else in authority so that the issue can be dealt with at an early stage.

- (c) If the employee prefers to raise the matter in writing, or if the issue that has been verbally raised in the manner noted in the paragraph above has not been resolved, the employee should write to the employer setting out the details of the problem, grievance or dispute, and specify the solution the employee seeks to resolve the matter.

### **Time Limit on Raising a Personal Grievance**

- (a) An employee who believes that he/she has a personal grievance must raise it with the employer within the period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee.
- (b) A personal grievance is raised with the employer as soon as the employee has made, or has taken reasonable steps to make, the employer or a representative of the employer aware that the employee alleges a personal grievance that the employee wants the employer to address.

### **Mediation**

- (a) If the problem is not resolved, a party to the problem may seek the assistance of the Mediation Services provided by the Department of Labour. This may be done by contacting an office of the Department of Labour that deals with employment relation issues.
- (b) The employee agrees to attend mediation if requested by the Employer.

### **Employment Relations Authority**

If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority.

### **Employment Court**

If a party is not satisfied with the determination of the Employment Relations Authority, the matter may be referred to the Employment Court.



## APPENDIX TWO: SALARY SCALES

### 3 September 2017 – 2 September 2018

Position	Job Grade	Min	Max
Consultant	9	NZD42,000	NZD63,000
Team Coach	8	NZD53,000	NZD70,000

### 3 September 2018 – 2 September 2019

Position	Job Grade	Min	Max
Consultant	9	NZD43,260	NZD64,890
Team Coach	8	NZD54,590	NZD72,100

### 3 September 2019 – 2 September 2020

Position	Job Grade	Min	Max
Consultant	9	NZD44,558	NZD66,837
Team Coach	8	NZD56,228	NZD74,263



## APPENDIX THREE: RETIREMENT

### Retirement Leave

(a) The provisions of this Appendix apply only to employees who were bound by the Qantas Airways Limited Collective Employment Agreement (New Zealand) for members of the Qantas Employees' Collective Inc dated 1 July 2005 to 30 June 2008, who have remained in current continuous employment with the Employer since that agreement expired and employed on or before 31 December 2008.

(b) Retirement leave is granted on the occasion of retirement after 15 years of service, in accordance with the following scale. Retirement for this purpose is the permanent cessation of employment by the employee.

Over 15 years and under 16 years	20 working days
Over 16 years and under 17 years	25 working days
Over 17 years and under 18 years	30 working days
Over 18 years and under 19 years	35 working days
Over 19 years and under 20 years	40 working days
Over 20 years and under 21 years	45 working days
Over 21 years and under 22 years	50 working days
Over 22 years and under 23 years	55 working days
Over 23 years and under 24 years	60 working days
Over 24 years and under 25 years	65 working days
Over 25 years and under 26 years	70 working days
Over 26 years and under 27 years	75 working days
Over 27 years and under 28 years	80 working days
Over 28 years and under 29 years	85 working days
Over 29 years and under 30 years	90 working days
Over 30 years and under 31 years	95 working days
Over 31 years and under 32 years	100 working days
Over 32 years and under 33 years	105 working days
Over 33 years and under 34 years	110 working days
Over 34 years and under 35 years	115 working days
Over 35 years of service	120 working days

(b) Retirement leave will accrue from the end of the previous service year on a pro rata basis rounded down to the nearest whole day.

(c) Retirement leave will be paid as a lump sum equivalent to the amount of salary for the leave period.

(d) Retirement leave is inclusive of all holidays falling within the leave period.

(e) After 20 years' continuous service and at any date between then and retirement, the Employer may grant leave up to the employee's entitlement in accordance with the listed scale. Any leave granted will be deducted from the employee's entitlement on retirement.

(f) Employees who have accrued retirement leave will have their entitlement frozen at 31 July 1995 and this entitlement will be paid as a cash payment upon termination or retirement. Entitlement accrued from 1 August 1995 will be paid

as a cash sum upon retirement unless entitlement is utilised in accordance with clause (e) above.

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