

Flight Attendants' Association of Australia – International Division,
Qantas Airways Limited and
QF Cabin Crew Australia Pty Limited
Workplace Agreement 2007 (EBA 8).

**FLIGHT ATTENDANTS' ASSOCIATION OF AUSTRALIA –
INTERNATIONAL DIVISION,
QANTAS AIRWAYS LIMITED AND
QF CABIN CREW AUSTRALIA PTY LIMITED
WORKPLACE AGREEMENT 2007 (EBA 8)**

1. TITLE

This agreement shall be known as the Flight Attendants' Association of Australia – International Division, Qantas Airways Limited and QF Cabin Crew Australia Pty Limited Workplace Agreement 2007 (EBA 8).

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PART A – FRAMEWORK OF AGREEMENT

3. DURATION

This Agreement shall operate from lodgement until the nominal expiry date 17 December 2012.

The effective date for the operation of each clause is the date of lodgement of this Agreement, unless otherwise provided.

4. PARTIES BOUND AND INCIDENCE OF AGREEMENT

This Agreement is binding on Qantas Airways Limited (Qantas), QF Cabin Crew Australia Pty Limited (QCCA), and the Flight Attendants' Association of Australia (Association), International Division and the employees employed by Qantas Airways Limited and QF Cabin Crew Australia Pty Limited to perform work covered by the classifications contained within this Agreement.

Part 1 of this Agreement will apply to Qantas Airways Limited employees subject to Clause 7 of Part 1 and have no application to QCCA employees. Cabin crew engaged by QCCA will be covered by Part 2 of this Agreement. Part A of this Agreement applies to both Qantas Airways Limited and QCCA and the employees of each company. For the purposes of Part A only of this Agreement, 'Company' shall mean either Qantas Airways Ltd or QCCA.

This Agreement consolidates and completely supersedes and replaces the agreements listed below from the date of lodgement:

- Qantas Airways Limited Enterprise Agreement I (1992-1994)
- Qantas Airways Limited Enterprise Agreement II (1994-1996)
- Qantas Airways Limited Flight Attendants' (International Division) Enterprise Agreement III (1996-1998)
- Flight Attendants Association of Australia – Long Haul Division (Qantas Airways Limited) Enterprise Agreement IV (1998-2001)
- Flight Attendants Association of Australia – Long Haul Division and Qantas Airways Limited Enterprise Agreement V (2001-2002)
- Flight Attendants Association of Australia – Long Haul Division and Qantas Airways Limited Enterprise Agreement VI (2002-2004)
- Flight Attendants Association of Australia – Long Haul Division and Qantas Airways Limited Enterprise Agreement VII (2004-2007)

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

The terms of this Agreement operate to the full exclusion of all Awards that might otherwise apply, including the Airline Operations – Flight Attendant's Long Haul (Qantas Airways Limited) Award 2002. In view of the remuneration and benefits provided under this Agreement, 'protected award conditions', within the meaning of the Workplace Relations Act, are excluded from the operation of this Agreement. Protected award conditions are provisions in any award, which might otherwise apply to the employee's employment, that relate to the following matters : rest breaks, incentive-based payments and bonuses, annual leave loadings, public holidays and days in substitution thereof, monetary allowances, overtime and shift loadings, penalty rates and other matters prescribed by the Workplace Relations Act.

5. SIGN-ON PAYMENT

In addition to the terms and conditions contained in Part 1 and Part 2 of this Agreement, the Company will pay a once-off sign on payment of \$3000 to all employees employed by Qantas or QCCA in a classification under this Agreement at the date of lodgement.

This payment shall be made at a fixed rate of \$3000 irrespective of tenure or classification under the Agreement (including employees currently on maternity or other long term leave, and part-time employees).

This payment shall be made in the first full pay period on or after lodgement of the Agreement.

6. BONUS AWARDS/PAYMENTS

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

At the absolute discretion of the Board, and subject to the Company meeting the performance criteria set by the Board, a cash bonus may be awarded to eligible employees. The Company will provide the opportunity for employees to salary sacrifice the full amount of any cash bonus into superannuation in accordance with taxation legislation.

7. DETERMINATION OF FLYING

Known flying to be undertaken by crew employed under this Agreement (EBA 8), excluding A380 known flying, will be pooled and then patterned according to the rules contained in Part 1 of this Agreement. This pool of flying patterned under Part 1 will include all crew positions on one flight per day on the Australia London route as long as an aircraft on which Part 1 cabin crew are endorsed to operate (other than the A380) is scheduled to operate on this route.

All Part 1 employees (other than Part 1 crew allocated to the A380) employed by Qantas as cabin crew on or before 17 December 2007 must be given priority in bidding for and be allocated flying from this pool, in accordance with clause 27 ALLOCATION OF DUTIES of Part 1.

Flying not allocated to Part 1 employees in accordance with the provision of this clause may then be allocated to employees employed under Part 2 of this agreement.

Where aircraft operating domestic routes (that is a service that is not a domestic extension of an international service and which has a domestic flight number and is operated between two domestic terminals) are operated by employees whose terms and conditions of employment are set under either Part 1 or Part 2 of this Agreement, the following special conditions will apply in lieu of any provisions to the contrary in the respective Part of this Agreement:

- Overtime will commence at 8.30 hours;
- Any pay protection will be pattern limited for Part 1 employees operating aircraft patterned in accordance with this clause;

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- The duty hours will be a maximum of 11 hours with up to four sectors with the exception of SYD/PER/SYD and MEL/PER/MEL.

8. SELECTION PROCEDURES

8.1 Eligibility

In order to apply for any On Board Manager position, an employee must be, at the time of application, employed under EBA 8. In addition, for all promotions, except for promotions to positions on the A380, the following will apply:

- a) Suitable applications from applicants with four years prior service in an EBA 8 classification shall have preference for Customer Service Manager vacancies;
- b) Suitable applications from applicants with two years prior service in an EBA 8 classification shall have preference for Customer Service Supervisor vacancies.

8.2 Selection

8.2.1 The selection for all Onboard Managers will be determined on merit:

- a) The selection process may include the following: written application, Assessment Centre, role plays, case studies, panel interview, occupational profile, work performance history.
- b) Assessors will be selected from senior managers within the Cabin Crew department. The People Department will audit the assessment process to ensure consistency and quality control.
- c) Applicants will be ranked on their result in the assessment events, and shortlisted for a panel interview on the basis of this ranking.
- d) In addition, all applicants who have not been shortlisted as a result of the Assessment Centre, but who have an exceptional performance record and occupational profile, will be reviewed for inclusion on the short list within the required numbers. No more than five per cent of the candidates for interview may be included under this provision.

8.2.2 Applicants who have been shortlisted will proceed to a panel interview as the final phase of the selection process as follows:

- a) A selection panel comprising two senior managers from within the Cabin Crew Department.
- b) The selection panel will have access to all relevant material from the selection process such as the application form, assessment centre results, occupational profile and work performance history of applicants selected for interview.

8.2.3 There is no automatic right to appeal decisions made in this selection process.

8.2.4 At the conclusion of the selection process, all applicants will be advised of the results of the process:

- a) Non-selected applicants will be advised of their right to access feedback on their performance throughout the process.
- b) If the applicant chooses to avail themselves of feedback, then this will be available within a reasonable time after the conclusion of the interview process.
- c) The feedback will consist of a debrief by a Cabin Crew Manager who will have access to all information used to assess the applicant in the selection process. This information will be used to give the applicant guidance, feedback and assistance with professional development.

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9. ACCOMMODATION AND MEALS

9.1 Accommodation

9.1.1 Employees away from their base on duty must be provided with first class accommodation. The Company may pay an agreed allowance in lieu of the provision of accommodation.

9.1.2 For the purposes of this clause, first class accommodation includes, but is not limited to:

- a) The hotel must comply with fire safety and hygiene standards, and be of a high security standard, with regard to the location of hotel premises, the hotel security procedures and the individual room protection;
- b) Accommodation shall be clean, with rooms which provide rest and are free of extraneous noise and other factors which prevent adequate rest;
- c) Each employee shall have an individual room;
- d) Provision of air conditioning and/or heating is provided appropriate to the environment;
- e) Rooms to have quality furnishings and lighting with comfortable and clean bedding;
- f) Private self contained bathrooms and toilets provided in each individual room;
- g) Accommodation shall provide 24 hour direct dial telephone system, where available in the locality, enabling telephone calls to be made in the privacy of the employee's room;
- h) Rooms must be provided with the ability to reduce the impact of external light, e.g. blackout curtains, especially where rest periods occur during daylight hours;
- i) Restaurant facilities must be provided within the hotel and facilities for room service must be available;
- j) Adequate and clean recreational facilities, preferably available within the confines of the hotel;
- k) Adequate insurance must be provided to employees with respect to personal injury or property within the hotel grounds and close proximity. The Company's policy excludes cash and jewellery.

9.1.3 In selecting hotel accommodation, due regard must be given to the locality, environment inside and outside of the hotel, noise, transport, availability of acceptable standards of meals and services.

9.1.4 If the Company proposes a change to existing arrangements, they should give written notification to the Association of the proposal as soon as possible.

9.1.5 Where circumstances make it necessary for accommodation to be arranged on short notice such as on an emergency slipping basis, to cover infrequent slipping ports or where a new slipping port is to be introduced, the Company may make such necessary accommodation arrangements for a period not exceeding two months.

9.1.6 The Company and the Association shall consult regularly over accommodation arrangements for employees. The Company shall, on request, advise the Association of the date that the Company's contractual arrangement with hotels is due to end or be renewed.

9.2 Meals

9.2.1 Employees on operating flight duty, including transits, will be provided with crew meals of an agreed standard. Employees who are deadheading will be provided with passenger meals appropriate to the class they are seated in.

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- 9.2.2 Except as provided in clause 9.2.1 above, employees away from home base in slip ports will be provided with first class meals.
- 9.2.3 The Company may pay the applicable agreed allowance in lieu of the provision of a meal.
- 9.2.4 The formula for calculating meal allowances outlined in sub-clause 9.2.7 below will not be departed from, except through consultation with the Association.
- 9.2.5 Meal allowances will be discussed jointly with the Association in October each year in accordance with sub-clause 9.2.7 and adjusted in November each year.
- 9.2.6 Allowances will be fixed in accordance with the actual menu costs at the place of accommodation as per the formula in sub-clause 9.2.7.
- 9.2.7 Items used in assessing published menu costs of meals:

Breakfast

- Fruit juice (medium priced)
- Cereal
- Two eggs and bacon
- Toast, butter and jam
- Tea or Coffee
- Compulsory service charge and Government Tax

Lunch

- Soup (medium priced)
- Main course – including such meats as lamb, veal, pork, chicken, fish and three vegetables or most types of salad
- Dessert – medium prices such as apple pie, peach melba or fruit salad
- Tea or Coffee
- Compulsory service charge and Government Tax

Dinner

- Soup (medium priced)
- Main course – including medium priced steak and three vegetables (or as provided)
- Dessert – medium priced such as apple pie, peach melba or fruit salad
- Tea or Coffee
- Compulsory service charge or Government Tax

Snacks

- Coffee or Tea
- Toasted sandwiches; or
- Club Sandwich or Hamburger providing they do not constitute a main course item
- Compulsory service charge and Government Tax

- 9.2.8 Where separate hotel accommodation is provided for employees in the same port, the Company will ensure that no disparity occurs between the allowances paid to any crew member as a result of the separate accommodation (that is, the higher rate will apply).
- 9.2.9 Where a hotel reduces the menu costs which formed the original basis for the fixation of the allowances any such reduction will only occur at the next review.
- 9.2.10 If a change of hotels occur that indicate a decrease in allowances the existing allowances will be held until the next review which indicates an upward movement. Notwithstanding the foregoing the meal components of a daily allowance may be adjusted provided that there is no overall reduction in the total daily allowances. Any such reductions are to be in accordance with sub-clause 9.2.7.

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9.2.11 Where it can be shown that the menu prices for a particular meal at any time during the period of 12 months increased by a total of 15% (cumulative) or more the allowance will be immediately reviewed and if necessary adjusted as soon as practicable after the time of the increase in accordance with sub-clause 9.2.7.

9.2.12 In this clause **standard** includes a reference to quality and quantity.

9.3 Consultation

Following consultation with the Association, reasonable special arrangements for meals and accommodation may be implemented to meet changing operational and business needs.

10. DISPUTE SETTLEMENT PROCEDURE

10.1 In the event of a dispute arising in the workplace about matters arising under this agreement the procedure to resolve the matter will be as follows:

10.1.1 The employee and the employee's supervisor meeting and conferring on the matter.

10.1.2 If the matter is not resolved at this meeting, the parties must arrange for further discussions between the employee and more senior levels of management.

10.1.3 If the matter cannot be resolved it may be referred by a party to the Australian Industrial Relations Commission for resolution. This does not affect the right of either party to a dispute to take other action to resolve the dispute.

10.2 An employee may choose to have an employee representative of their choice, including a Union representative, to represent and support them at any stage of the dispute resolution procedure. Any representative nominated by the employee pursuant to this dispute resolution procedure will be allowed, at a place designated by the Company, the necessary time during working hours to support the employee.

10.3 While the parties attempt to resolve a dispute employees must continue to work as normal in accordance with this agreement and their contracts of employment unless an employee has a reasonable concern about imminent risk to safety or health. In this case, an employee must not unreasonably fail to comply with a direction of the Company to perform other available work, whether at the same or another workplace that was safe and appropriate for the employee to perform.

10.4 If a dispute is referred to the Commission for resolution, the Commission can take any or all of the following actions as it considers appropriate to resolve the dispute:

10.4.1 convene conciliation conferences of the parties or their representatives at which the Commission is present;

10.4.2 require the parties or their representatives to confer among themselves at conferences at which the Commission is not present;

10.4.3 request, but not compel, a person to attend proceedings;

10.4.4 request, but not compel, a person to produce documents;

10.4.5 where either party requests, make recommendations about particular aspects of a matter about which they are unable to reach agreement;

10.4.6 where the matter, or matters, in dispute cannot be resolved (including by conciliation) and one party or both request, arbitrate or otherwise determine the matter, or matters, in dispute.

10.5 The Commission must follow due process and allow each party a fair and adequate opportunity to present their case.

10.6 Any determination by the Commission under paragraph 10.4.6 must be in writing if either party so requests, and must give reasons for the determination.

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- 10.7** Any determination made by the Commission under paragraph 10.4.6 must be consistent with applicable law and must not require a party to act in contravention of an applicable industrial instrument or law. Where relevant, and circumstances warrant, the Commission can consider previous decisions of the Commission.
- 10.8** The Commission must approach matters regarding management decisions in accordance with the general principles set out in the XPT case [(1984) 295 CAR 188].
- 10.9** The Commission must not issue interim orders, 'status quo' orders or interim determinations.
- 10.10** The parties are entitled to be represented including by legal representatives, in proceedings pursuant to this dispute resolution procedure.

11. DISCIPLINARY AND INTERVIEW PROCEDURES

- 11.1** Disciplinary action includes reprimand, withholding an annual increment or promotion, demotion and termination.
- 11.2** Under these procedures, the Company representatives, the Association, the employee and his or her representative must act in a professional manner, and abide by the rules of natural justice.
- 11.3** When reports are received concerning the conduct and/or performance of an employee, the Company will commence an investigation and, prior to taking any disciplinary action, interview the employee concerned as soon as possible.
- 11.4** When conducting an investigation, the Company may question any employee, provided the employee is advised of the subject matter.
- 11.5** At every stage of these procedures, an employee has the right to be represented and accompanied by another employee employed by the Company or a representative of the Association. The employee may terminate any interview procedures until such time as representation is available. If there is a likelihood of disciplinary action resulting from these procedures, then the Company will inform the employee of these rights in writing.
- 11.6** The Company may hold an employee out of service, pending completion of the investigations, on the grounds of alleged serious wilful misconduct, or alleged serious breach of safety standards by the employee. In this situation, when an employee is held out of service, it must be with pay.
- 11.7** When an employee is being investigated, a copy of any reports, interviews, statements and/or other relevant information will be provided to the employee at least 24 hours prior to any interview. When the employee has elected to involve a representative of the Association, the documentation must also be provided to the relevant Association representative in the same time frame. The documentation will preserve the confidentiality of the complainant.
- 11.8** At the interview, the employee will have reasonable time to make any representation concerning the allegations that have been made.
- 11.9** A copy of any record of interview prepared by the Company shall be provided to the employee and/or the employee's representative on request.
- 11.10** Where an interview involves an employee outside ordinary working time, the employee is entitled to normal pay, overtime, meal break and transport provisions.
- 11.11** Subject to the Company's obligations under Occupational Health and Safety and Anti Discrimination Legislation, no anonymous complaints will be investigated.
- 11.12** A complaint cannot normally be pursued against an employee if the complaint has not been received or investigation initiated within two months of an alleged incident. Investigations must be concluded within six months of the incident, which may be exclusive of any leave taken by the employee.
- 11.13** If a complaint is received which the Company intends to place on an employee's file, then the employee must be provided with a copy of the complaint and any relevant correspondence. The employee may submit a reply

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to the complaint, which must be kept with the original complaint, and read in conjunction with that complaint on future occasions.

- 11.14** Where disciplinary proceedings against an employee are involved, the outcome of the proceedings and the reasons for the decision will be notified to the employee in writing and a copy placed on his or her personal file. The employee will also have the right to place any written comments he or she wishes to make concerning the matter on his or her personal file.
- 11.15** Where the Company investigation concludes with a finding that the employee has no case to answer then this should be recorded in clear and unequivocal terms.
- 11.16** If an employee is dissatisfied with the decision of the Company in relation to disciplinary action (other than in the case of a dismissal) then he or she may seek a review of the decision by a more senior manager within Cabin Services. Application for review must be in writing, outlining the grounds on which a review is sought and be made within twenty-one days of the Company decision. In any resultant review proceedings, the employee has the right to be represented by another employee employed by the Company or a representative of the Association.
- 11.17** If the matter has not been resolved to the satisfaction of both parties after the review, either party to the dispute may refer it to the Australian Industrial Relations Commission in accordance with the Disputes Resolution Procedure.
- 11.18** This review process shall not apply in the case of dismissal. In this case, an application may be made by the employee to the Australian Industrial Relations Commission in accordance with the provisions of the Workplace Relations Act (1996).
- 11.19** If an employee is exonerated as a result of any hearing or review, no reference to the matter is to be kept on an employee's file.
- 11.20** When an application for review is made under clause 11.16 no disciplinary action shall be taken against the employee until such review is concluded.

12. CONSULTATION ON NEW AIRCRAFT

The Company must initiate consultation with the FAAA as soon as a decision is approved, and ASX requirements have been met, to introduce a new aircraft type on international routes operated by the Company.

Consultation will include consultation on:

- galleys and other work practices related to the aircraft introduction;
- the training requirements for crew to operate the aircraft; and
- any impact of the introduction of the new aircraft on the tripartite Divisional Flying Agreement and any amendments required to that agreement.

In this context it is agreed that in principle, long haul employees will fly on international services.

13. NOTICE BOARD AND PLACEMENT OF MATERIAL IN MAIL BOXES

- 13.1** The Company will permit a notice board of reasonable dimensions to be erected in prominent position in the sign-on area at the base to facilitate communication between employees and/or their Association representative.
- 13.2** The purpose of these provisions is to assist employees and the Company to:
- Maintain the integrity and application of this Agreement and to
 - Resolve disputes about the application of this Agreement in accordance with clause 10 of the Agreement.

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13.3 In addition, an Association representative may lodge any document related to the employment of employees covered by this Agreement in employees' individual mail boxes maintained for official communication of documents by the Company at base. The Association must provide a copy of all correspondence intended for distribution through individual mail boxes to the Company in advance. The Company reserves the right to exclude material which is not related to the employment of employees covered by this Agreement, or which is defamatory.

14. PLANNING AND SCHEDULING COMMITTEE

14.1 Composition

A Planning and Scheduling Committee consisting of up to four Company representatives, one of whom must act as chairperson and up to four employee representatives shall be established and shall meet once each bid period. The Company and the Association shall consult regarding the appropriate employee representatives. In consultation with the Company, the Association may nominate for consideration an Association employee in lieu of one of the four Company employed employee representatives.

14.2 Role

The Committee must meet for the purpose of:

14.2.1 Developing procedures necessary for the orderly operation of this Agreement with respect to the planning and scheduling of employee duties.

14.2.2 Developing rules for the allocation of preferences and any limitations on the allocation of preferences that should be applied from time to time where such rules and limitations are consistent with this Agreement.

14.2.3 Consulting with regard to the Company's grouping of flight duty periods and rest periods into patterns, patterns into flying lines and allocation of available days.

14.2.4 The Company must provide the committee with all pertinent information.

14.3 Resolving planning and scheduling disputes

In the event of failure of the parties to agree on any matter which is within the scope of the Committee to consider, members of the Committee have the right to refer that matter for resolution to the Australian Industrial Relations Commission in accordance with the Disputes Resolution Procedure. Until the matter is resolved in this manner the Company decision prevails.

14.4 Long service leave slots

Qantas agrees to provide to the Planning and Scheduling meeting annually, guaranteed slots by base and classification.

15. OCCUPATIONAL HEALTH AND SAFETY

The Company will comply with all OH&S obligations and requirements as outlined in all state and territory legislation.

Consultation will be conducted in accordance with the relevant OH&S legislation involving both employee and employer representatives.

16. WORKERS COMPENSATION – ACCIDENT MAKE UP SCHEME

Employees shall be entitled to the of Workers' Compensation Accident Make Up Pay as set out at Schedule 3 to this Agreement.

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17. COMPULSORY REDUNDANCIES

The Compulsory Redundancy Arrangements are outlined in Schedule 2 to this Agreement.

Any compulsory redundancy of employees under this agreement will occur in reverse order of seniority. Seniority for the purpose of this clause means the total period of service as an employee in any classification covered by this agreement, whether employed by Qantas or QCCA. For this purpose employees of Qantas and QCCA shall be treated as one group for the determination of seniority.

Prior unbroken periods of service as a Qantas Short Haul flight attendant that are continuous with employment under this Agreement will be included when calculating an employee's seniority for this purpose.

18. FACILITATIVE PROVISION

In exceptional circumstances, and to meet unanticipated changing operational and business needs, the Companies party to this Agreement may, following consultation with the Association, implement reasonable special arrangements notwithstanding any specific provisions within this Agreement. Examples of such special arrangements are the dispensation on LAX JFK sector to exceed 14 hours multi sector due to commercial reasons, or the A330-200 horizontal rest dispensation due to no horizontal rest module on aircraft.

The terms of the special arrangement will be recorded by the Company and provided on request within seven days of the special arrangement being made.

19. JOB SECURITY

The parties to this Agreement recognise that the major factor influencing job security for the Company's employees are forces external to the Company.

The parties therefore recognise that some factors which affect the Company's business performance are beyond the control of the Company, or are factors over which the Company has little control.

For its part, the Company shall seek to remain competitive and seek to ensure that job security for employees covered by this Agreement shall be maintained for the duration of the Agreement, and the Association in turn commits to continue to negotiate and co-operate on issues which improve the Company's productivity, efficiency and overall profitability.

20. NO EXTRA CLAIMS

This is a comprehensive agreement in settlement of all Association, and Company enterprise bargaining claims and as such the parties agree that it is a term of this Agreement that the parties will not pursue any extra claims during the life of this Agreement.

PART 1 – QANTAS AIRWAYS LIMITED EMPLOYEES

The clauses contained in Part 1 of this Agreement apply to all employees of Qantas Airways Limited who are covered by this Agreement, subject to clause 7, PAY AND CONDITIONS FOR EMPLOYEES OF QANTAS AIRWAYS LIMITED OPERATING ON THE A380. Part 1 of this Agreement shall have no application to employees of QF Cabin Crew Australia Pty Limited.

1. WAGE RATES

This Agreement provides for a wage increase of 3% from the first full pay period on or after 18 December 2007, a further 3% wage increase from the first full pay period on or after 18 December 2008, a further 3% wage increase from the first full pay period on or after 18 December 2009, a further 3% wage increase from the first full pay period on or after 18 December 2010 and a further 3% wage increase from the first full pay period on or after 18 December 2011, as set out in Appendix 1 to this Part.

2. SALARY SACRIFICE

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 Qantas policies as varied or updated from time to time.

Any arrangements entered into between the employee and the Company must be recorded in writing and will be processed in accordance with the Company's policy and procedures as varied or updated from time to time.

3. SUPERANNUATION – CHOICE OF FUNDS

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

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

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

4. DEFINITIONS

For the purposes of Part 1 only :

- 4.1 Allocated** means awarded or assigned.
- 4.2 Approved paid leave** means annual leave, long service leave, personal leave, paid maternity leave and jury service.
- 4.3 Assigned** means an obligation on an employee to perform a duty for which no bid has been made.
- 4.4 Association** means the Flight Attendants' Association of Australia.
- 4.5 Assignable time available** means an employee whose projected duty hour credits for the bid period are less than minimum guaranteed hours.
- 4.6 Available day** means a day that is other than a day of duty or minimum base turnaround time or designated duty free day or a day of approved leave.
- 4.7 Awarded** means an obligation on an employee to perform a duty resulting from a bid or acceptance of an offer.
- 4.8 Base** means any place designated by the Company at which employees are required to be for the purpose of reporting for ground duty, commencing standby duty or reporting for the commencement of a pattern.

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- 4.9 Bid line** means an arrangement of duties and/or available days and/or designated duty free days and/or days of approved leave which are allocated to an employee for a bid period.
- 4.10 Bid line holder** means an employee allocated a bid line.
- 4.11 Bid period** means a fifty-six or twenty eight day period designated by the Company.
- 4.12 Category** means an employee's classification.
- 4.13 Company** means Qantas Airways Limited.
- 4.14 Company maximum hours** means 193 duty hour credits for each 56-day bid period when the divisor is 186. For each hour the divisor is above 186, the Company maximum hours is also increased by one hour, to a maximum of 199 duty hour credits. An exception applies for part-time employees, where the Company maximum hours is always 106."
- 4.15 Company minimum hours** means 181.3 duty hour credits for each 56-day bid period when the divisor is 186. For each hour the divisor is above 186, the Company minimum hours is also increased by one hour, to a maximum of 188.3 duty hour credits. An exception applies for part-time employees, where the Company minimum hours is always 94.
- 4.16 Crew maximum hours** means 200 duty hour credits for each 56-day bid period when the divisor is 186. For each hour the divisor is above 186, the crew maximum hours is also increased by one hour, to a maximum of 206 duty hour credits. An exception applies for part-time employees, where the crew maximum hours is always 120.
- 4.17 Customer Service Manager** means an employee who meets the eligibility requirements and has satisfactorily completed training for this level and is selected for this level. The Customer Service Manager has the overall responsibility for customer service onboard aircraft, and acts as management representative for crew whilst away from base.
- 4.18 Customer Service Supervisor** means an employee who meets the eligibility requirements, has satisfactorily completed training for this level, and is selected for this level. A Customer Service Supervisor works in and supervises the economy class, business class and first class cabins as required, manages saleable amenities, performs Customer Service Manager functions in the absence of the Customer Service Manager and may undertake the necessary and relevant training for promotion to Customer Service Manager.
- 4.19 Deadheading** means travelling as directed by the Company on an aircraft or surface transport otherwise than as an operating flight attendant for the purpose of positioning for operating flight duty, between operating flight duties and to base at the completion of operating flight duties.
- 4.20 Designated duty free day** means a calendar day commencing at midnight local time at the employee's base.
- 4.21 Downline disruption** means when an employee's pattern is changed after the employee has reported for the pattern.
- 4.22 Duty** means flight duty, ground duty, standby duty but shall not include any obligation by the employee to contact the Company nor shall it include any contact by the Company of the employee.
- 4.23 Duty free period** means a period of time at the employee's base during which he or she is not performing functions assigned by the Company and/or under the control of the Company.
- 4.24 Duty hour credit** means the credit projected or accrued to an employee for duty planned or performed by that employee for the purpose of pay and/or bid period limitations.
- 4.25 Employee** means a person employed under a classification in Part 1 of this Agreement.
- 4.26 Fixed** means pay protected hours which an employee has no obligation to offset.
- 4.27 Flight Attendant** means an employee who has satisfactorily completed required training for this level, operates in either the economy cabin and or the first and business cabins as determined by the Company and may

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undertake necessary and relevant training for promotion to Customer Service Supervisor or Customer Service Manager.

- 4.28 Flight duty** means deadheading or operating duty, and includes the relevant time after sign-on outlined in clause 37.2.
- 4.29 Flying line** means a bid line which contains planned sequences of patterns and designated duty free days and may include available days and/or days of approved leave and/or known ground duties.
- 4.30 Flying line holder** means an employee allocated to a flying line.
- 4.31 Ground duty** means duty which relates to the employment of an employee and may include, but is not restricted to, training, lectures, training of others, seminars, luncheons and publicity work for the Company, but shall exclude standby duty.
- 4.32 Known flying** means all flying for which the date and time of departure and return are known and from which a pattern(s) can be constructed.
- 4.33 Local night** means a period of twelve consecutive hours, eight hours of which fall between 2200 and 0800 local time.
- 4.34 Majority decision** means the decision of a majority of employees required to exercise a discretion pursuant to this Agreement. Where a tied vote occurs, the designated Customer Service Manager, or where no Customer Service Manager is affected the most senior employee in the highest category shall exercise a casting vote.
- 4.35 Management/training flight attendant** means a management flight attendant working in a ground based role as required by the Company or a training and development flight attendant.
- 4.36 Minimum guaranteed hours** means 149 duty hour credits for each 56 day bid period when the divisor is 186 or 187. For each hour the divisor is above 187, the minimum guaranteed hours is also increased by one hour, to a maximum of 155 duty hour credits. An exception applies for part-time employees, where the minimum guaranteed hours is always 75.
- 4.37 Operating** means performing duties associated with the safety and comfort of passengers in their carriage by aircraft.
- 4.38 Operating flight duty element** means that portion of a period of flight duty when an employee is operating.
- 4.39 Part time employee** means an employee who is planned by the Company to work up to 106 hours each 56 day period, in accordance with the rostering rules.
- 4.40 Pattern** means a flight duty period, or sequence of flight duty periods with intervening rest periods, commencing and completing at the employee's base.
- 4.41 Pattern days** means the number of days away from base on a pattern inclusive of the day of departure from base and the day of return to base.
- 4.42 Planned** means duty as known to the Company prior to the Company required reporting time at an employee's base for that duty.
- 4.43 Probation** unless otherwise qualified by this Agreement means a period determined by the Company after initial or promotional training during which an employee's performance and suitability in a category may be assessed prior to confirmation of appointment.
- 4.44 Projected duty hour credits** means the number of duty hour credits an employee is projected to accrue during his or her bid period.
- 4.45 Prolonged personal leave** means a period of personal leave that is to exceed or has already exceeded twenty one consecutive calendar days.

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- 4.46 Reserve line** means a bid line which contains planned sequences of available days and designated duty free days and may include days of approved leave and/or ground duties.
- 4.47 Reserve line holder** means an employee allocated to a reserve line.
- 4.48 Scheduled** means duty changed, as a result of unplanned circumstances, at/or after the Company required reporting time at the employee's base for that duty. Where an employee was not advised by the Company of the changed duty prior to his or her arrival at the Company reporting location, the original Company required reporting time shall be deemed the Company required reporting time for that employee for that duty.
- 4.49 Specialist skills** means skills exercised by an employee whilst carrying out ground duties in an advisory or training capacity on a temporary basis, as required by the Company, in areas including the Training Group, Safety, Service Development or Communications Groups.
- 4.50 Trainers** means employees whose duties include training employees, conducting in flight probationary assessments and developing course materials and training aids.

5. CLASSIFICATION STRUCTURE

- 5.1** Employees will be classified as either Flight Attendant, Customer Service Supervisor, or Customer Service Manager as defined.
- 5.2** Cabin crew employed in the Flight Attendant classification may be trained in and undertake all duties applicable to this classification.
- 5.3** The Flight Attendant classification may be divided at any base into two roster groups for the purpose of bidding for and being allocated work: one group covering the first and business cabins and one group covering the economy cabins. Each of these roster groups shall be regarded as a separate employees category for all purposes.
- 5.4** Selection for the Business First roster group will be on merit and in accordance with equal employment opportunity principles. The Company and the Association agree to consult from time to time on the most suitable selection processes and procedures to apply. This sub clause does not apply to temporary re-allocation between cabins on the day of operation.
- 5.5** The pay rates which apply to the classification structure are provided in Appendix 1 to this Agreement.

6. CONTRACT OF EMPLOYMENT

6.1 Notice of termination

6.1.1 Length of notice

- a) The services of an employee are terminable by either the Company or the employee:
- (i) during the first six weeks of service, by one week's notice in writing;
 - (ii) after the first six weeks of service and up to six months of service, by two week's notice in writing; or
 - (iii) after six month's service, by four weeks notice in writing.
- b) If an employee is over the age of 45 years and has at least five year's continuous service with the Company, the period of notice is increased by one week. This does not apply to notice given by the employee.

6.2 When the Company does not give notice

Payment of salary in lieu of notice must be made by the Company if the appropriate notice is not given. Employment may be terminated by the employee working part of the required period of notice and by the Company making payment for the remainder of the notice.

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6.3 When an employee does not give notice

The notice of termination required to be given by the employee is the same as that required of the Company. If the employee does not give the required period of notice the Company may withhold an amount due to the employee equal to the ordinary time rate of pay for the period of notice not worked.

6.4 Waiver of notice by agreement

The period of notice may be reduced or waived by mutual agreement; in such cases salary must be paid up to and including the last day worked.

6.5 Working the notice period

If an employee has given notice or has been given notice, he or she must continue in his or her employment until the date of expiration of the notice. Any employee who, having given or been given notice, absents himself or herself from duty during the period without reasonable cause (proof of which rests with him or her) is considered to have abandoned his or her employment and forfeits an amount equal to his or her salary for the period of the notice not worked.

6.6 When the notice commences

- a) If notice is given to or by an employee who is on duty away from his or her original home base, the notice is not considered to have commenced until the employee has returned to his or her original home base in Australia.
- b) If notice is given to or by an employee on temporary transfer the notice is considered to commence from the date it is given and upon or before completion of the period of notice the employee must be granted free travel to his or her original base.
- c) Where notice is given to an employee with less than 12 months service as a result of medical disability likely to affect his or her employment as an employee, then the employee must be granted free travel to his or her original city of engagement, however such travel must be accepted within a period of two weeks after termination.

6.7 General provisions

- a) Except as otherwise provided in this Agreement, the Company may employ employees and the employee must serve the Company in any part of the world where the Company may from time to time be operating.
- b) All directions to employees regarding such matters as postings or promotions must be given in writing. Advice to employees regarding leave of absences must be provided either in writing or electronically.
- c) The Company has the right at common law to withhold payment for the time which an employee cannot be usefully employed because of the fault of the employee. An employee is not considered as being not available for duty because of any alleged lack of telephone contact with or by the employee.

6.8 Home base

Home base is the base the employee is appointed to or subsequently transferred to in accordance with this Agreement.

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7. PAY AND CONDITIONS FOR EMPLOYEES OF QANTAS AIRWAYS LIMITED OPERATING ON THE A380

7.1 Employees of Qantas Airways Limited who are deployed to the A380 fleet will, for the period of such deployment:

- a. Receive the conditions that apply to employees of QCCA in accordance with Part 2, in lieu of all the provisions of Part 1 of this Agreement, except for the provisions of this clause. [References in Part 2 to QCCA and Company will relevantly be read as referring to Qantas in relation to these employees]; and
- b. Receive a salary as set out in Table 3 of Appendix 1 to Part 1 of this Agreement, in lieu of the hourly rates specified in Tables 1 and 2 of Appendix 1 and the salary specified at clause 3.1 of Part 2 of this Agreement.

7.2 The salary specified at Table 3 of Part 1, Appendix 1 comprises the Part 2 rate of pay and a supplementary payment. Subject to the Pay Calculation contained at Schedule 2 (Compulsory Redundancy Arrangements) and without affecting salary for superannuation purposes, this salary is the employee's basic periodic rate of pay for all purposes of this Agreement while operating on the A380, except for the calculation of overtime penalty rates and additional hourly pay which is as set out at 7.3 below.

7.3 For the calculation of overtime penalty rates under clause 3.6 of Part 2 or additional hourly pay under clause 3.4 of Part 2, the hourly rate of pay is deemed to be:

	18-Dec-07	18-Dec-08	18-Dec-09	18-Dec-10	18-Dec-11
Flight Attendant	\$21.46	\$22.10	\$22.77	\$23.45	\$24.15
Customer Service Supervisor	\$35.26	\$36.31	\$37.40	\$38.53	\$39.68
Customer Service Manager	\$44.87	\$46.22	\$47.60	\$49.03	\$50.50

7.4 The terms and conditions provided for under this clause 7 are agreed by the parties to be in full satisfaction of any benefits, howsoever described, of an employee of Qantas Airways Limited when operating under the provisions of Part 2.

8. PART-TIME

8.1 Application

The provisions of this clause apply to all part time employees under this Agreement;

By application, part time positions shall be made available. There is no limit to the number of positions available.

The Planning and Scheduling Committee will discuss and review the operational phase in process for the additional part time positions. Part-time employees who hold a reserve line will be allocated half the number of available days of a full-time reserve line holder.

8.2 Rate of Pay

Part-time employees shall receive the same rate of pay per duty hour credit as applies to full-time employees in the same category, with the same years of service and increments, as specified in this Agreement.

8.3 Allowances

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Part-time employees shall receive the same allowances at the same rates as paid to full-time employees, with the exception of the standard daily travelling allowance (SDTA). The rate of SDTA payable will be 50 per cent of the rate for full-time employees.

8.4 Language Speakers

Language speakers are eligible to apply for part-time positions, but must fulfil their full language obligations as outlined in this Agreement. Priority 1 language speakers may be rostered for designated language trips up to a maximum of 106 hours in the bid period. Priority 2 language speakers may be rostered for designated language trips up to 55 hours in a bid period.

8.5 Leave Entitlements

Part-time employees shall be entitled to personal leave and long service leave on a pro-rata basis as outlined elsewhere in this Agreement.

Part time employees shall receive 42 consecutive days free of duty in every 12 month period. This will comprise 21 days annual leave and 21 unpaid unavailable days.

8.6 Parental Leave

Part-time employees shall be entitled to parental leave on the same terms as available to full-time employees. The status of employees members shall be determined as at the date of commencement of parental leave and the employees member shall return to duty at this status.

Accrual provisions for part-time employees whilst on maternity leave shall apply as for full-time employees on a pro-rated basis.

8.7 Superannuation

Superannuation provisions that apply for part-time employees who transfer from full-time to part-time employment shall be:

Any defined superannuation benefits for employees who transfer to part-time employment continue to be calculated on full-time equivalent salary, with the period of service being adjusted to reflect hours actually worked. For example, for an employee who worked 20 years full-time and 10 years part-time (at half the normal hours), a defined benefit would be calculated as follows:

20 years at full-time Final Average Salary + 10 years (multiplied by part-time factor e.g. 50 per cent) at full-time Final Average Salary equals a total benefit of 25 years at full-time Final Average Salary.

Members contributions during part-time employment are adjusted on a pro-rata basis as are any Company funded accumulation amounts.

8.8 Redundancy

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

8.9 Seniority

Part-time employees shall accrue full seniority for all purposes under this Agreement. In addition, part time employees will accrue full service for the purpose of advancing through pay increments.

8.10 Return to Full Time

Part-time crew members may apply for full time positions at any time after completing a minimum 6 month period as a part time crew member. The availability of such positions shall be subject to operational requirements and will only be on a swap basis, i.e. a part-time crew member may nominate themselves as

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available to swap positions with a full-time crew member, such that the full-time crew member becomes part-time and the part-time crew member becomes full-time.

For compassionate reasons, a part-time employees member may resume full-time duties subject to successful application through the Company's Alternate Employment Committee.

The Company will not compulsorily re-deploy a full-time employee into a part-time position, or a part-time employee into a full-time cabin crew position.

9. PERSONAL RECORDS

- 9.1** The Company must, upon request, arrange an appointment for an employee to inspect his or her personal file and employment records. In the event that the performance of any employee is under review, a representative of the Association, with the written consent of the employee concerned, is entitled to inspect such file and records.
- 9.2** Where any document of complaint is likely to be placed on an employee's file, the Company must provide him or her with a copy of the complaint as soon as possible and he or she may sign such document and have a right to place on the file any written comment relating to the complaint.
- 9.3** Any letter written to the Company by the Association in connection with a matter arising under this clause must be entered in the employee's file.

10. GRIEVANCE PROCEDURE

This procedure can be used when an individual employee considers that he or she has been adversely affected because of a decision of the Company, excluding in the case of dismissal.

This procedure does not apply to a matter that is progressed under an alternative dispute prevention and settlement procedure contained in this Agreement.

10.1 Stage 1

The employee must inform his or her Cabin Crew Manager. This may be done verbally and/or in writing setting out the grounds on which the complaint is based.

The Cabin Crew Manager must provide a written response within seven days. If the response does not contain a decision, it must indicate approximately when a decision can be expected.

10.2 Stage 2

If the employee is dissatisfied with the Cabin Crew Manager's response or decision, or a decision is not received within a reasonable timeframe, the employee is entitled within seven days of receiving the response or decision, or if no decision is received and a reasonable timeframe has elapsed, to make a written request to the next level of management to review the response or decision.

The investigating Manager must arrange a conference of the parties within fourteen days of receiving the written request.

The investigating Manager must provide a written response on the matter within seven days of the conference. If the response does not contain a decision, it must indicate approximately when a decision can be expected.

10.3 Stage 3

If the employee is dissatisfied with the stage 2 review, or a decision is not received within a reasonable timeframe, the employee is entitled within seven days of receiving the response or decision, or if no decision is received and a reasonable timeframe has elapsed, to make a written request to the next level of management. The notice must be in writing outlining the grounds of the review request.

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The investigating manager must arrange a conference of the parties and must review the outcome of the stage 2 review as soon as possible after receiving the notice.

The investigating Manager must respond to the employee with a decision in writing within 14 days of the completion of the conference.

10.4 General

At every stage of the procedure, an employee may choose to be represented and accompanied by another employee employed by the Company or a representative of the Association. The employee may terminate any conference until such time as representation is available, provided that this does not unreasonably delay the grievance process.

When a decision is made about the grievance, the decision must be advised to the employee in writing and the notice must also explain the reasons for the decision.

If a matter has been progressed either to the end of Stage 2 or the end of Stage 3 under this procedure, and it has not been resolved to the satisfaction of both parties, either party to the dispute may refer it to the Australian Industrial Relations Commission in accordance with the Disputes Resolution Procedure.

11. PAY

Except as otherwise provided by this Agreement, an employee must be paid the appropriate rates per duty hour credit as prescribed in Table 1 of Appendix 1.

Where a weekly salary equivalent is required for an employee, such weekly salary is considered to be the hourly rate of pay multiplied by 1188.21 and divided by 52.

Where an annual salary equivalent is required for an employee, the annual salary is considered to be the hourly rate of pay multiplied by 1188.21.

12. ADDITIONS TO PAY

12.1 Higher duties allowance

When an employee is required to operate in a higher category he/she must be paid per duty hour credit the difference between his/her normal rate of pay and the first year rate of the higher category. However, this payment is only made where the employee is required to operate in a higher category for a minimum of one flight duty period.

12.2 Flight duty in excess of twelve hours

12.2.1 When an employee's actual flight duty period exceeds 12 hours, he/she must receive an additional payment of one hour for each hour that his/her actual duty period exceeds 12 hours prorated for time less than one hour at his/her applicable rate of pay per duty hour credit.

12.2.2 Except as provided in clause 12.2.3 below, in addition to the payment in clause 12.2.1 above, when an employee's actual flight duty period exceeds fourteen hours he/she must receive an additional payment of 30 minutes for each hour that his/her actual flight duty period exceeds 14 hours, prorated for time less than one hour, at his/her applicable rate of pay per duty hour credit.

12.2.3 In addition to the payment in clause 12.2.1 above, where an employee's flight duty period is planned as a single sector operating flight duty period in excess of 14 hours, in accordance with clause 20, he/she must receive the payments as prescribed in Table 2 of Appendix 1 for each actual hour of duty in excess of fourteen hours prorated for time less than one hour.

12.3 Ground duty in excess of eight hours

12.3.1 When an employee's actual ground duty period exceeds eight hours he/she must receive an additional payment of 30 minutes for each hour that his/her actual duty period exceeds eight hours prorated for time less than one hour at his/her applicable rate of pay per duty hour credit.

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12.3.2 In addition to the payment in clause 12.3.1 above, when an employee's actual ground duty period exceeds ten hours he/she must receive an additional payment of 30 minutes for each hour that his/her actual duty period exceeds ten hours prorated.

12.4 Reduced rest periods

When an employee's actual rest period is reduced below the planning minima specified in clause 21, he/she must receive an additional payment of one hour for each hour that the rest period is reduced below the appropriate minimum prorated for time less than one hour at his/her applicable rate of pay per duty hour credit.

12.5 Payments not duty hour credits

Pay entitlements determined under clauses 12.2, 12.3 and 12.4 are not duty hour credits and do not affect flight duty period limitations, minimum rest period entitlements or bid period limitations.

12.6 Daily skills allowance

12.6.1 An employee exercising specialist skills, as defined in sub clause 4.49, must be paid a daily skills allowance for each day on which the duties are performed in addition to the employee's normal rate of pay.

12.6.2 The daily skills allowance is equal to 20 per cent of the top incremental duty hour credit rate of the employee's current category whilst carrying out the function multiplied by 193 divided by 38.

12.7 Duty hour credit recalculation

12.7.1 Where an employee's pattern is changed, either prior to the Company required reporting time at the employee's base for that pattern, or during the performance of that pattern, the duty hour credits for that changed pattern are recalculated as if such pattern were planned and must be treated as follows:

- a) Where the recalculated duty hour credits exceed the duty hour credits of the original pattern, the additional duty hour credits are considered to be planned, both for the purposes of pay and bid period limitations.
- b) Where an overprojection results from the recalculation of a pattern as prescribed in clause 12.7.1 (a) above, the conditions contained in clause 32 apply.
- c) Where the recalculated duty hour credits are less than the duty hour credits of the original pattern, the conditions contained in clause 32 apply.

12.7.2 An employee's pattern is considered to be changed where:

- a) There is a change of routing of the pattern; and/or
- b) There is a change of flight/trip number within the pattern; and/or
- c) There is a change such that the actual transit within a flight duty period is less than six hours and where such transit had been planned, and duty hour credits calculated, as if the transit were six hours or more; and/or
- d) There is a change only in the time and/or day of arrival at the employee's base at the completion of a pattern in which case only away from base credits are recalculated; and/or
- e) In the circumstances specified in clause 12.7.3
- f) A planned multi sector operating flight duty period is planned at 13 hours or less and, as a result of unplanned circumstances, is extended beyond 14 hours.
- g) A planned multi sector operating flight duty period is planned at more than 13 hours and, as a result of unplanned circumstances, is extended beyond 14 hours and 30 minutes.

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12.7.3 Aircraft returning to blocks

- a) In the event of an aircraft returning to blocks after a departure or in the event of a diversion, a duty hour credit recalculation must occur for the affected flight duty period and the affected pattern in accordance with clause 12.7.1 above.
- b) If, subsequent to that recalculation, the actual departure time has varied by more than 30 minutes from the revised departure time, the actual departure time must be used for the purposes of a further recalculation of the duty hour credits of that flight duty period and the applicable duty hour credits of that pattern.
- c) The provisions of clause 12.7.3(b) is for the purposes of this sub-clause only. Any inference that may arise from clause 12.7.3(b) may not be used in any way in any dispute arising out of any other clause in this Agreement.

13. PAYMENT RULES

13.1 Upon appointment as an employee

Upon appointment, an employee has the category of "Flight Attendant (Under Initial Training)" and must be paid at the rate prescribed in Table 1 of Appendix 1.

13.2 Upon graduation as an employee

Upon graduation as an employee, an employee has the category of "Flight Attendant (Year 1)" and must be paid at the rate prescribed in Table 1 of Appendix 1, effective from the date on which he or she is first available to operate within that category.

13.3 Category change

An employee who graduates for appointment to a higher category must be paid at the first year rate applicable to the higher category prescribed in Table 1 of Appendix 1, effective from the date on which he or she is first available to operate in the higher category.

13.4 Years of service increments

An employee's years of service pay increments within a category falls due on the anniversary of the date on which he or she is first available to operate within that category.

The Company may, for reasonable cause, withhold an annual increment, provided that notice of intention to do so is given in writing to the employee at least 14 days before the increment becomes due, and the procedures prescribed in clause 11 of Part A are followed.

13.5 Proportionate minimum guaranteed hours

Minimum guaranteed hours for a portion of a bid period are calculated by dividing the employee's minimum guaranteed hours for the bid period by 56 and multiplying by the number of days for which the determination is required.

13.6 Payment of wages

Wages must be paid fortnightly on the 1st, 15th, 29th and 43rd day of each bid period, as follows:

13.6.1 Employees who are bid line holders must be paid 45.575 duty hour credits for the preceding fourteen days at the rate per duty hour credit prescribed for the years of service and category. When the divisor is 193 the additional hours between 186 and 193 will be paid equally throughout the bid period.

13.6.2 On the 29th day of a bid period, in addition to the amount specified in clause 13.6.1 above, an employee who is a bid line holder is paid for any duty hour credits accrued in excess of 186 from the previous bid period, where such bid period was designated as a flying line, and for any duty hour credits accrued in excess of 149 where the previous bid period was designated a reserve line, provided he or she has not been already paid for

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the hours. A negative pay adjustment may only be made where an employee has rejected pay protection, or has been removed from a duty at his/her request, or has been held out of service without pay in accordance with this Agreement.

13.6.3 Additional pay for higher duties, flight duty in excess of 12 hours, flight duty overtime, ground duty in excess of eight hours, language allowances and reduced rest periods as prescribed in clauses 12 and 16.4 must be paid by the second pay date after the claims are received.

13.7 Recovery of over paid duty hour credits

13.7.1 Where an employee has been paid for more duty hour credits than he/she accrued in the previous bid period and, after the day 29 adjustment provided for in clause 13.6.2, there still remains an outstanding overpayment, unless otherwise agreed between the employee and the Company, that outstanding overpayment will be further reduced on the next 29th day of a bid period as provided for in clause 13.6.2.

13.7.2 The process prescribed in clause 13.7.1 above, continues, unless otherwise agreed between the employee and the Company, until the outstanding overpayment is extinguished.

13.8 Employee not entitled to accrual of duty hour credits

An employee who:

- a) is withheld from service as provided for in clause 6.7 (c),
- b) fails to meet or fulfil a recognised responsibility,
- c) fails to provide a medical certificate as provided in clause 41, or
- d) proceeds on unpaid leave for any day,

has his/her duty hour credits and pay entitlements reduced by the minimum guaranteed hours divided by 56 in the case of a reserve line holder and the divisor divided by 56 in the case of a flying line holder for each such day. The Company must notify the employee in writing of the reason(s) for such reduction.

A flying line holder who with Company approval is removed from a pattern or a portion of a pattern at his/her own request is not entitled to the accrual of duty hour credits for that pattern or that portion of the pattern which was removed.

14. DAILY TRAVELLING ALLOWANCES

14.1 Entitlement

Daily travelling allowances must be paid for each calendar day or part of a day spent on duty away from home base including the day of departure, but excluding the day of return. However, the total period of absence from home base must exceed 24 hours before any allowance is payable. For the purpose of this clause the 24 hours is calculated from the time the aircraft leaves blocks until the time it arrives on blocks.

14.2 Overseas flying definition

For the purposes of this clause **overseas flying** means all international flying and all flying from any point in Australia to a destination and to any point in Australia from a starting point which is in excess of 60 minutes cruising flight outside the coastline of the mainland of Australia.

14.3 Overseas daily travelling allowance

14.3.1 Overseas daily travelling allowance is paid to employees employed on overseas flying. At the time of lodgement of this Agreement, the rate is \$45.28 per day.

14.3.2 Adjustments to overseas daily travelling allowances shall be calculated by the Company in March/April each year by comparing the latest movement in the consumer prices and currency variations in the United States,

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United Kingdom and Singapore against the pre-existing value of overseas daily travelling allowance. Changes for the three ports must be averaged to produce an overall variation.

14.4 Australian daily travelling allowance

14.4.1 Australian daily travelling allowance is paid to employees employed on flights within Australia away from their base in the following circumstances:

- a) days spent wholly within Australia;
- b) days on which the employee stops or "slips" overnight in Australia;
- c) days spent training in Australia.

14.4.2 At the time of lodgement of this Agreement, the rate is \$23.28 per day.

14.4.3 Adjustments to Australian daily travelling allowance shall be calculated by the Company in March/April each year by comparing the latest movements in Australian Consumer Prices (CPI) against the pre-existing value of the Australian daily travelling allowance.

14.5 Standard daily travelling allowance

14.5.1 The Company must, in addition to all other allowances and moneys payable under this Agreement, pay to employees a standard daily travelling allowance as compensation for expenses incurred by them in the course of and arising out of their employment whilst flying overseas. Such expenses are defined as being costs associated with overseas laundering, after hours transportation, telephone costs, shoes, hairdressing, special grooming requirements and any additional costs not normally incurred by ground employees.

14.5.2 The standard daily travelling allowance is paid to an employee when he or she is assigned to and commences overseas flying. At the time of lodgement of this Agreement the rate is \$44.64 per week for a female employee and \$46.20 per week for a male employee.

14.5.3 The standard daily travelling allowance will be reviewed in March/April annually by comparing the latest movements in the Australian Consumer Price Index and will be adjusted from time to time as a result of any changes.

14.6 Adjustments to daily travelling allowances – generally

14.6.1 The base year for the calculation of overseas daily travelling allowance and Australian daily travelling allowance is 1981.

14.6.2 No downward adjustment to overseas daily travelling allowance, standard daily travelling allowance and Australian daily travelling allowance will take place if the annual calculation results in a negative change.

15. RELOCATION EXPENSES

An employee is entitled to receive payment from the Company of all reasonable expenses incurred by them for the removal of their furniture and personal effects if required to relocate at the direction of the Company from one base to another base for a period in excess of six months. This sub-clause applies whether the transfer is permanent or temporary, so long as the actual period of transfer (whether known at the time of initial transfer or not) exceeds six months.

The provisions of this clause do not apply when an employee requests to transfer to another base on a permanent or temporary basis.

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16. LANGUAGE PROVISIONS

16.1 Language designation

Nominated languages are designated as either priority one or priority two languages. The Company may change the designation of a language as either priority one or priority two.

Any proposed changes to the language designation or priorities must be discussed by the Planning and Scheduling Committee.

There are two levels for language speakers: life and advanced.

16.2 Testing of language badge holders

Advanced badge holders will be re-tested every three years at the Company's expense. Employees will continue to have access to additional training if required.

16.3 Language badge suspension

16.3.1 Holders of priority two language badges employed prior to 17 December 1996 may suspend their language badge for a period of up to six bid periods. After six bid periods, they may re-instate.

16.3.2 Holders of priority one language badges employed prior to 17 December 1996, may suspend or relinquish their badge only on the ground of proven genuine hardship with the approval of the General Manager Cabin Crew or their designate.

16.3.3 Holders of badges in any designated language employed after 17 December 1996, may only suspend or relinquish their badge on the grounds of proven hardship and with the approval of the General Manager Cabin Crew or their designate.

16.4 Language allowances

16.4.1 Employees holding a priority one or priority two language badge must receive a language utilisation allowance of \$1.20 per duty hour credit when they operate a pattern with a designated language matching their language(s) in addition to the normal rate of pay. This allowance is subject to review at the time of negotiations of future enterprise agreements.

16.4.2 Employees holding a priority one language badge must receive a language skills allowance of \$15 each week in addition to the normal rate of pay.

16.4.3 Employees holding a priority two language must receive a language skills allowance of \$10 each week in addition to the normal rate of pay.

16.4.4 Employees who, at 17 December 1996, were considered to be elementary speakers must receive a language skills allowance of \$5 each week in addition to the normal rate of pay.

16.4.5 Should a future Company wide review result in increases to the allowances paid in clause 16.4.2, 16.4.3 and 16.4.4 above then employees entitled to receive these allowances will receive the same increase.

17. TRANSPORT

An employee will be provided with free of charge transport between the airport and his or her home subject to meeting the criteria set out in this clause regarding both the circumstances of the duty (subclause 17.1) and the distance between the airport and the employee's home (subclause 17.1.4). An entitlement will only apply where the tests established in both subclauses 17.1 and 17.1.4 are met.

When an employee is eligible for Transport under this clause and such transport is booked by the crew member between 15 and 4 hours prior to the relevant duty and changes to the trip are made by the Company after such booking is made so that the crew member would normally no longer be entitled to transport, the crew member shall retain their transport entitlements.

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17.1 Duty Eligibility

17.1.1 Commencement of a trip

An employee receives the entitlement when the crew member commences a trip as follows:

- sign-on of 0700 hours Local Time (LT) or earlier;
- sign-on of 2100 hours LT or later;
- a long range sector (ex home base), i.e. single sector planned in excess of 14 hours operating flight duty; or
- when called from standby within three hours of departure.

17.1.2 Completion of a trip

An employee receives the entitlement when the crew member completes a trip as follows:

- a one day trip and blocks plus 30 minutes gives an off duty time equal to or later than 2100 hours LT;
- a trip of more than one day and the last known estimated time of departure (in home base time), the flight plan time plus 10 minutes plus 30 minutes is added together to give a time:
 - (i) equal to or earlier than 0700 hours LT, or
 - (ii) equal to or later than 2100 hours LT;
- an arriving tour of duty in excess of 14 hours, irrespective of status, i.e. operating or deadheading;
- a long range sector, i.e. single sector planned in excess of 14 hours; or
- when called from standby within 90 minutes of departure for the departing flight ex home base.

Any employee who does not qualify for home transport as listed above and due to disruption completes a tour of duty between 2300 LT and 0500 LT is also eligible for home transport.

17.1.3 General

Where, in respect of long range sectors there is an entitlement on either the outbound or the inbound sector only, then home transport must be provided both ways.

Where an estimated time of departure is changed, and the change would remove the entitlement to home transport, the following applies:

- If the change to the estimated time of departure is notified to the employee prior to the call in before allocated duty specified in clause 30.1, or the notification of the estimated time of departure change is made at the time the above-mentioned call in is made, then home transport is not provided.
- If the change to the estimated time of departure is notified after the employee has completed the call-in before allocated duty specified in clause 30.1, then home transport is still provided.

Where the estimated time of departure of an employee does not attract home transport is changed to a time that does entitle the employee to home transport, then such transport must be provided.

17.1.4 Transport Boundaries

Transport Boundaries are included as Schedule 1 to this Agreement.

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17.2 Consultation

Following consultation with the Association, reasonable special arrangements for transport may be implemented to meet changing operational and business needs.

18. UNIFORMS

Uniforms required by the Company to be worn by employees must be provided on an adequate scale by the Company and replaced from time to time as may be required as a result of fair wear and tear whilst on duty. The employee must wear the uniform at all times whilst on duty and must keep the uniform in good order and condition and must, at his or her own cost, replace the uniform if such replacement becomes necessary, otherwise than as a result of fair wear and tear. Uniforms remain the property of the Company at all times, and must be returned by the employee on termination of his or her employment.

Where the Company prescribes a particular type of overcoat and handbag, they must be provided by the Company. Female employees must be provided with six pairs of ganti-hose or three pairs of an agreed brand of supporting hose each two months. Employees must be issued with an overnight bag.

Uniforms must be laundered at the Company's expense.

When the Company proposes to change the style of the uniform or any item of the uniform or the handbag or the overnight bag, the Company shall consult with the Association of such an intention.

18.1 Uniform Fittings

Employees who are required to attend a fitting for a Company supplied uniform will receive duty credits of 30 minutes, provided that this period will count for pay purposes only and not otherwise for duty hour calculations or limitations.

19. DUTY TRAVEL

When required to travel on duty as a passenger, an employee must be provided with the highest class of travel available, subject to space availability on the day.

20. FLIGHT DUTY PERIOD LIMITATIONS

20.1 Operating flight duty periods

20.1.1 Multi sector operating flight duty periods

- a) An employee may be planned to a maximum of 14 hours operating flight duty.
- b) In unplanned circumstances an employee may be scheduled to extend his/her operating flight duty period to a maximum of 20 hours.

20.1.2 Single sector operating flight duty periods

- a) An employee may be planned to a maximum of 18 hours operating flight duty.
- b) In unplanned circumstances an employee may be scheduled to extend his/her operating flight duty period to a maximum of 20 hours.

20.2 Combination operating and deadheading flight duty periods

20.2.1 Where the last sector of a flight duty period is operating flight duty, the limitations provided for multi sector operating flight duty periods in clause 20.1.1 must apply.

20.2.2 Where the last sector of a flight duty period is deadheading flight duty:

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- a) An employee may be planned to a maximum of 18 hours flight duty into his/her base at the completion of a pattern, however where the total flight duty period exceeds 14 hours the operating flight duty element must not exceed 14 hours.
- b) An employee may be planned to a maximum of 15 hours flight duty to a port other than his/her base, however where the total flight duty period exceeds 14 hours the operating flight duty element must not exceed 12 hours.
- c) In unplanned circumstances an employee may be scheduled to extend his/her flight duty period to a maximum of 20 hours, however the operating flight duty element must not exceed 15 hours.

20.3 Deadheading flight duty periods

20.3.1 An employee may be planned to a maximum of 24 hours deadheading flight duty.

20.3.2 In unplanned circumstances an employee may be scheduled to extend his/her deadheading flight duty to a maximum of 26 hours.

20.3.3 An employee may be planned to exceed 24 hours deadheading flight duty in order to replace an employee unfit to operate.

20.4 Compassionate circumstances

In compassionate circumstances affecting an employee, that employee may, with the agreement of the Company, elect to exceed any of the flight duty period limitations in clause 20.2 and clause 20.3.

20.5 Standby duty not included

Standby duty performed by an employee is not included in the determination of flight duty period limitations or rest period entitlements following flight duty periods.

20.6 Maximum sectors in flight duty period

An employee must not be planned to operate more than three sectors in any one flight duty period where the operating flight duty element exceeds 11 hours.

20.7 Measurement of flight duty period

20.7.1 An employee's planned flight duty period begins at the Company required reporting time and ends 30 minutes after the planned arrival time on blocks of the last flight within the duty period.

20.7.2 An employee's actual flight duty period begins at the actual reporting time or the Company required reporting time, whichever is the later, and ends 30 minutes after the actual arrival time on blocks of the last flight within the duty period, or such later time as may be determined by the Company, in consultation with the designated operating Customer Service Manager.

20.8 Rest breaks within operating flight duty periods

20.8.1 An employee must not work more than six hours from the commencement of an operating flight duty period without commencing a rest break of 20 minutes, such rest break to be included in the duty period. For every additional four hours of operating flight duty following the first six hours the employee must commence a further rest break of 20 minutes, such rest break to be included in the duty period.

20.8.2 The Company must provide adequate and suitable rest facilities in-flight and/or on ground for use by the employee during his/her rest breaks. Suitable in-flight rest facilities comprise curtained economy class seating.

20.8.3 On single sector flights where the operating flight duty period is planned in excess of 14 hours the in-flight rest facilities must comprise curtained bunks and curtained economy class seating. The number of bunks available must be determined with reference to the number of employees and the timing of periods of rest.

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20.9 Actual flight duty performance and its impact

- 20.9.1 At least 65% of unique Flight Duty Periods (FDP) must, over an airline planning season, achieve an actual flight duty period equal to or less than the planned flight duty period.
- 20.9.2 A unique series of FDPs shall be those which are planned with the same aircraft type operating to the same flight schedule between the same airports for all or part of an airline planning season, either northern winter or northern summer.
- 20.9.3 The Company shall monitor the actual performance of each unique series of FDPs which are planned within thirty minutes of the Flight Duty Period Limitations in Clause 20 and such other unique series of FDPs as the Association may reasonably request the Company to monitor from time to time.
- 20.9.4 The Company will provide details of the monitored actual performance to the Association at the Planning and Scheduling meetings both for the immediately preceding eight weeks and for the applicable season cumulative to date.
- 20.9.5 Where monitored actual performance for a season, cumulative to date, indicates achievement may be less than 65% over the season, the Company and the Association will consult to analyse the reasons for the performance.
- 20.9.6 After analysis of the causes for the unsatisfactory performance, where the Company and the Association remain of the view that performance over a full season will be less than 65%, the Company and the Association will consult further as to the appropriate course of action.
- 20.9.7 Where actual performance achieved over a full season is less than 65% and where the Company proposes to plan a similar unique FDP in a subsequent equivalent season, the Company will consult with the Association as to what, if any, changed operational circumstances will result in a satisfactory level of performance. Such consultation will include consideration by the Company and the Association of a trial period under the changed operational circumstances.

20.10 Consultation

Following consultation with the Association, reasonable special arrangements for flight duty period limitations may be implemented to meet changing operational and business needs.

21. REST PERIODS FOLLOWING FLIGHT DUTY PERIODS

An employee is entitled to a rest period following each flight duty period.

21.1 General

21.1.1

- a) Except as provided in clause 21.1.2 the minimum rest period following a flight duty period is the sum of the planned flight time of that duty period plus any planned flight time between 2000 and 0800 local time calculated from the initial departure port of that duty period.
- b) The minimum rest period provided in clause 21.1.1(a) must not be less than 12 hours or more than 20 hours.
- c) In unplanned circumstances, an operating and/or deadheading crew may, by majority decision of those affected by a reduction, elect to reduce the rest period to ten hours.
- d) In unplanned circumstances, an operating and/or deadheading crew, may by majority decision of those affected by a reduction, elect to reduce the rest period to not less than nine hours either, where that nine hours embrace the hours between 2200 and 0600 local time or, where that nine hours embrace the hours between 2300 and 0700 local time and the subsequent flight duty period is not planned at more than six hours.

21.1.2

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- a) Where the immediately preceding operating flight duty period is planned at greater than 14 hours or, where the immediately preceding deadheading flight duty period is planned at greater than 24 hours, the minimum rest period following such duty period must be 36 hours or two local nights whichever is the lesser.
- b) In unplanned circumstances an operating or deadheading crew may, by majority decision of those affected by a reduction, elect to reduce the rest period to not less than 18 hours or one local night whichever is the lesser.
- c) Where an operating flight duty period of greater than 14 hours into Australia or New Zealand is followed by a paxing duty period to home base, the minimum rest period following the operating flight duty period and prior to the paxing duty period will be as per Clause 21.1.1.
- d) In unplanned circumstances, where there is a duty hour recalculation as a result of clause 12.7 the minimum rest subsequent to the unplanned flight duty must also be recalculated as per the provision of clause 21.1.1. The Company may reduce the revised minimum rest to not less than the planned minimum rest. In such circumstances, reduced rest payment as per clause 12.4 is applicable.

21.2 Forty-six hour rest period

- 21.2.1 Except as provided for in 21.3, an employee is entitled to one rest period of 46 hours within the first three rest periods and one such rest period within each two succeeding rest periods following the first three rest periods constituted in a pattern.
- 21.2.2 The Company may vary as required the occurrence of such rest period within the first three rest periods and within each two succeeding rest periods constituted in a pattern.
- 21.2.3 In unplanned circumstances the Company may reduce such rest period to not less than the minimum applicable to the immediately preceding flight duty period as specified in clauses 21.1.1.

21.3 East West Flying

- 21.3.1 This clause applies in lieu of clause 21.2 to any planned patterns that do not exceed six days and wholly contain destinations within 3 hours GMT east and west of the east coast of Australia. These patterns are covered by current work rules except for the rest period formula which is in accordance with 21.3.3.
- 21.3.2 The provisions of this clause 21.3 apply regardless of aircraft type.
- 21.3.3 An employee is entitled to a planned minimum sum of 50 hours combined total rest within any three consecutive rest periods in a pattern.
- 21.3.4 When determining rest periods following flight duty periods within the pattern clauses 21.1.1 and 21.1.2 above applies.
- 21.3.5 In unplanned circumstances the Company may reduce such rest period to not less than the minimum applicable to the immediately preceding flight duty period as specified in clause 21.1.

21.4 Employee who joins crew

Despite clause 21.2, where an employee has deadheaded in accordance with clause 20.3, and subsequent to taking his/her rest period in accordance with clause 21.1 he/she is governed by the subsequent rest period sequence of the crew on the pattern which he/she joins.

21.5 Contactability in a slip period

En route slip periods are those periods planned or scheduled between flight duty periods within a pattern. During any slip period in excess of the minimum rest period entitlement the employee must remain reasonably contactable by the Company.

21.6 Consultation

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Following consultation with the Association, reasonable special arrangements for rest periods may be implemented to meet changing operational and business needs.

22. MINIMUM BASE TURNAROUND TIME

22.1 Obligations within minimum base turnaround time

An employee must not be required by the Company to carry out any duty concerned with his/her employment without the employee's consent during his/her minimum base turnaround time except as provided in clause 22.2.

22.2 When minimum base turnaround time occurs

An employee is entitled to minimum base turnaround time, which may include designated duty free days, on arrival at his/her base on completion of each pattern except where:

22.2.1 the employee's base is considered to be a transit within a planned or scheduled pattern, or

22.2.2 the employee is awarded Open Time which conflicts with the minimum base turnaround time associated with the employee's previous pattern and/or where the minimum base turnaround time or minimum duty free time associated with the awarded Open Time conflicts with the employee's next duty.

22.3 Length of minimum base turnaround time

Minimum base turnaround time at an employee's base on completion of a pattern must be as follows:

22.3.1 For a pattern of one day away from base - a time equal to the rest period specified in clauses 21.1.

22.3.2 For a pattern of two days away from base - a time equal to the rest period specified in clause 21.1 relevant to the last flight duty period within the pattern or one local night whichever is the greater.

22.3.3 For a pattern of three to eight days away from base or a pattern where the accrued duty hour credits exceed 25 - two local nights.

22.3.4 For a pattern of nine to twelve days away from base or a pattern where the accrued duty hour credits exceed 50 - three local nights.

22.3.5 For a pattern of more than 12 days away from base or a pattern where the accrued duty hour credits exceed 75 - four local nights.

22.3.6 For a United Kingdom or Europe pattern type of six to nine days away from base - five local nights.

22.3.7 If an employee exceeds 125 duty hour credits in 28 consecutive days, the employee is entitled to additional minimum base turnaround time on completion of the pattern causing the excess as follows:

a) One local night for less than five duty hour credits in excess.

b) Two local nights for five or more duty hour credits in excess.

22.4 Removal due to minimum base turnaround

Where an employee is not able to complete the minimum base turnaround time to which the employee is entitled before the planned report time of his/her next pattern or duty, the Company must remove the employee from the pattern or duty.

An exception to this is when the employee advises the Company before the normal closure of Open Time for the pattern or duty, or on return to base whichever is the later, that the employee will fly such pattern or perform such duty.

22.5 Consultation

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Following consultation with the Association, reasonable special arrangements for minimum base turnaround times may be implemented to meet changing operational and business needs.

23. DESIGNATED DUTY FREE DAYS

23.1 Designated duty free days

23.1.1 Eighteen designated duty free days must be planned in each 56 day bid period.

23.1.2 These days, for a reserve line holder, must be planned in groups comprising two periods of three days and six periods of two days distributed through the bid period. Designated duty free days in a bid period may be moved by agreement between the employee and the Company.

23.1.3 An employee who becomes a reserve line holder for part of a bid period or an employee who is granted approved leave prior to the award of the employee's bid line must receive a proration of his/her bid period designated duty free day entitlement for that portion of his/her bid period spent as a reserve line holder or on approved leave.

23.2 Duty free periods

23.2.1 An employee who is a bid line holder for two consecutive bid periods standing alone (i.e. bid period 1 and 2, 3 and 4, etc.) is entitled to 48 periods of 24 hours free of duty measured in accordance with clause 23.2.2 below.

23.2.2 Duty free periods are measured from the time the employee is released from duty until the employee commences his/her next duty. Duty free periods of 24 consecutive hours, or any period in excess of 24 consecutive hours but less than 36 hours, must be treated as one 24 hour period. Duty free periods of 36 consecutive hours but less than 48 hours must be treated as one and a half 24 hour periods, etc.

23.2.3 Single day refresher training undertaken by an employee as provided in clause 34 must be treated as duty free periods.

23.3 Open Time infringing duty free time

23.3.1 When an employee is awarded Open Time to acquire additional projected duty hour credits or to make up time lost and/or offset pay protected hours or is granted approved leave after the award of his/her bid line and the Open Time or approved leave infringes designated duty free days and/or duty free periods such days and/or periods are deemed designated duty free days and/or duty free periods as originally planned or scheduled.

23.3.2 When an employee is assigned Open Time and the Open Time infringes designated duty free days such days are deemed duty days and any designated duty free days infringed by such assignments must be redesignated in accordance with clause 23.5 or clause 23.6 as applicable.

23.4 Available days

Available days allocated to a flying line holder or reserve line holder on which no duty has been performed are deemed duty free periods but are not deemed designated duty free days.

23.5 Flying line holders

23.5.1 Infringement of duty free days

A flying line holder may have his/her designated duty free days infringed under the following circumstances:

- a) When he/she returns to his/her base from a pattern later than planned and such later return conflicts with designated duty free day(s).
- b) When a ground duty extends beyond midnight and conflicts with a designated duty free day.
- c) When the Company is unable to assign a ground duty on other than a designated duty free day.

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- d) When the flying line holder is assigned Open Time under clauses 33.6.3, 33.6.10, 33.6.11, 33.6.14 or 33.6.15 or assigned standby duty under clause 28.1.3 and such Open Time or standby duty conflicts with designated duty free day(s).
- e) When the flying line holder is assigned a pattern or duty as an assignable time available or pay protected employee and the pattern or duty conflicts with designated duty free day(s).
- f) When the flying line holder is awarded a pattern or duty and the pattern or duty conflicts with designated duty free day(s).
- g) When the flying line holder must attend jury service.

23.5.2 Redesignation of duty free days

- a) In circumstances described in clause 23.5.1 (a), (b), (c) or (d) the infringed designated duty free day(s) must be redesignated to be taken immediately after the pattern or duty causing the infringement without interfering with the flying line holder's planned patterns or duties.
- b) In circumstances described in clause 23.5.1 (e) the infringed designated duty free day(s) may be redesignated after or before the pattern or duty causing the infringement.
- c) In circumstances described in clause 23.5.1 (f) infringed designated duty free day(s) shall not be redesignated.
- d) In circumstances described in clause 23.5.1 (g) the infringed designated duty free day(s), less the number of days without jury duty during the period of jury service (e.g. weekends), must be redesignated to be taken immediately after the jury service causing the infringement without interfering with the flying line holder's planned patterns or duties.
- e) When a bid period ends prior to the flying line holder receiving his/her entitlement to designated duty free days the shortfall must be redesignated into the next bid period.

23.5.3 Available day(s) as duty free period(s)

A flying line holder who is not an assignable time available or a pay protected employee, is entitled to consider that all days of availability are duty free periods except where he/she has been awarded or assigned a duty on one or more of such available days. Despite this provision the flying line holder must contact the Company on the last day of each group of designated duty free days which precede an available day(s).

23.5.4 Low line pay protected flying line holder

Despite the above provisions, where a low line pay protected flying line holder's designated duty free day(s) are infringed by assignment then they will be shown as redesignated duty free days on the next available day.

If the redesignated duty free day(s) cannot be redesignated into the current bid period, the owed duty free day must be redesignated on the first available day in the next bid period. If any owed duty free day cannot be redesignated on an available day in the next bid period, due to no available days, then the employee has the following options:

- a) the employee may be displaced from the lowest credited hours pattern and pay protected for that bid period; or
- b) the owed designated duty free day remains repayable on the next available day.

When no further low line pay protection exists, the employee shall revert to the normal conditions in this Agreement.

23.6 Reserve Line Holders

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Workplace Agreement 2007 (EBA 8).**

23.6.1 Infringement of duty free days

A reserve line holder may have his/her designated duty free days infringed under the following circumstances:

- a) When he/she is assigned a pattern or duty which conflicts with designated duty free day(s).
- b) When a ground duty extends beyond midnight and conflicts with a designated duty free day.
- c) When the Company is unable to assign a ground duty on other than a designated duty free day.
- d) When he/she must attend jury service.

23.6.2 Redesignation of duty free days

- a) In the circumstances described in clause 23.6.1, the infringed designated duty free day(s) must be redesignated to be taken immediately after the pattern or duty causing the infringement.

Alternatively the employee may at his/her option retain the designated duty free day(s) not directly affected by the duty causing the infringement and have only the day(s) affected by the infringement redesignated. An employee must not be required to perform another duty on such redesignated duty free day(s).

- b) If the redesignated duty free day(s) referred to in clause 23.6.2 (a) conflict with the next designated duty free day(s) the day(s) must be moved to commence immediately upon the termination of the redesignated duty free day(s).
- c) In circumstances described in clause 23.6.1 (d) the infringed designated duty free day(s), less the number of days without jury duty during the period of jury service (e.g. weekends), must be redesignated to be taken immediately after the jury service causing the infringement..
- d) When a bid period ends prior to a reserve line holder receiving his/her entitlement to designated duty free day(s) the shortfall must be redesignated into the next bid period.

23.6.3 Combination of designated duty free days

A reserve line holder may in any bid period request the Company to have one group of designated duty free days to combine with another group of designated duty free days to provide one group of not more than five consecutive designated duty free days. The granting of such request is subject to operational requirements.

23.7 Consultation

Following consultation with the Association, reasonable special arrangements for duty free time at base may be implemented to meet changing operational and business needs.

24. BID PERIOD LIMITATIONS

24.1 Company maximum hours

An employee must not be planned to exceed the Company maximum hours in a 56 day bid period.

24.2 Requirement to exceed Company maximum hours

An employee may be required to exceed the Company maximum hours in a bid period:

- 24.2.1 Where his/her last pattern in the bid period is delayed or changed after he/she has reported at base for that pattern.

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24.2.2 Where he/she is a reserve line holder in the current bid period and is assigned a pattern in that bid period which carries over into the next bid period and causes overprojection in that next bid period.

24.3 Election to exceed Company maximum hours

An employee may elect to exceed the Company maximum hours but must not project himself/herself in excess of the crew maximum hours without the approval of the Company.

24.4 Reduction in bid period limitations

An employee who is not eligible to become a flying line holder and who becomes a reserve line holder for a portion of a bid period must have his/her bid period limitations reduced, on a pro rata basis, for each day he/she was not available.

24.5 Consultation

Following consultation with the Association, reasonable special arrangements for bid period limitations may be implemented to meet changing operational and business needs.

25. DUTY HOUR CREDITS

25.1 General

25.1.1 Except as provided elsewhere in this Agreement, an employee, other than a probationary employee (under initial training), accrues duty hour credits in accordance with this clause for the calculation of pay and bid period limitations and must be paid at the appropriate hourly rate set out in clause 11 on the basis of:

- a) the number of duty hour credits accrued in a 56 day bid period, or
- b) pay for the minimum guaranteed hours in a 56 day bid period, whichever is the greater.

25.1.2 An employee's duty hour credits for a bid period is the sum of the duty hour credits accrued in that bid period.

25.2 Pattern credits

In computing the duty hour credits for a pattern either the credits accrued under clause 25.2.1 or the credits accrued under clause 25.2.2, whichever is the greater, apply.

25.2.1 Flight duty credit

- a) For each planned hour of flight duty an employee accrues one duty hour credit, prorated for time less than one hour.
- b) Duty hour credits calculated in accordance with clause 25.2.1 (a) are reduced by 30 minutes for each hour of each planned transit of six hours or more, within a flight duty period, for all such time in excess of 90 minutes prorated for time less than one hour.

25.2.2 Away from base credit

An employee accrues a credit of one hour for each four hours, prorated for time less than one hour, of the elapsed planned time away from base of a pattern.

25.3 Approved paid leave

25.3.1 Reserve line holder

A reserve line holder accrues duty hour credits, except for personal leave, at the rate of the minimum guaranteed hours divided by 56 for each day of approved paid leave.

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A reserve line holder accrues duty hour credits, for personal leave, at the rate of the full-time minimum guaranteed hours divided by 38 for each day of approved paid leave, irrespective of whether the employee is full-time or part-time.

This credit is given in the case of annual leave and long service leave even if the employee has accrued the minimum guaranteed hours. The credit is not given in the case of personal leave and jury service, nor is personal leave debited, once the employee has accrued the minimum guaranteed hours.

25.3.2 Flying line holder

- a) A flying line holder accrues duty hour credits, except for personal leave, at the rate of the divisor divided by 56 for each day of approved paid leave.

A flying line holder accrues duty hour credits, for personal leave, at the rate of the full-time divisor divided by 38 for each day of approved paid leave, irrespective of whether the employee is full-time or part-time.

- b) Where a flying line holder is granted approved paid leave after the awarding of his/her flying line, duty hour credits determined in accordance with clause 25.3.2 (a) are given for the purpose of offsetting pay protected hours and are not given so as to increase an employee's projected duty hour credits.

An exception is that an assignable time available employee is given such duty hour credits to increase his/her projected duty hour credits up to the minimum guaranteed hours after having first offset any pay protected hours to which he/she is entitled.

Duty hour credits given for annual leave, long service leave and jury service offset only those pay protected hours resulting from such leave.

25.4 Standby

- 25.4.1 An employee who performs standby duty accrues a duty hour credit of ten minutes for each hour of standby, prorated for time less than one hour.

- 25.4.2 A standby employee who has departed his/her contact address or reports for that duty and subsequently does not perform that duty, must be credited with three duty hours credits, as well as the duty hour credits accrued from the start of standby duty to report time, and be released from standby duty.

25.5 Ground duties

- 25.5.1 An employee who performs a ground duty accrues a duty hour credit of 30 minutes for each hour of such ground duty prorated for time less than one hour. These duty hour credits are not given where additional ground duty is undertaken because of the employee's failure to maintain or reach the required standard of proficiency as laid down by the Company or where he/she requests additional training.

- 25.5.2 Duty hour credits for single day refresher training ground duty must be given for the purpose of offsetting any pay protection to which an employee may be entitled and is not included in an employee's projected duty hour credits for the purpose of the application of bid period limitations described in clause 24.

- 25.5.3 Duty hour credits for other than single day refresher training ground duty must first be given for the purposes of offsetting any pay protection to which an employee may be entitled and is included in an employee's projected duty hour credits for the purpose of the application of bid period limitations described in clause 24.

25.6 Approved courses

Where an employee attends a Company approved internal or external course appropriate to the classification structure as a trainee he/she accrues duty hour credits at the following rate of each day of the course:

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The flying line holder's divisor applicable to the employee's category during the period of the course divided by 38.

25.7 Any other day of 'Company authorized paid leave'

For any other day of 'Company authorized paid leave' granted, the employee accrues duty hour credits of 193 divided by 38. This rate of accrual applies to both flying line holders and reserve line holders and applies regardless of the divisor applicable to the employee's category in the bid period during which the union leave is granted.

In respect of a flying line holder such duty hour credits must be utilised only to offset the value of duties dropped as a consequence of the granting of any other day of 'Company authorized paid leave' and must not be utilised to project additional duty hour credits nor offset any other pay protection occasion.

25.8 Duty cancelled/removal after report

Where an employee reports for duty at base and subsequently that duty is cancelled or the employee is removed from that duty:

25.8.1 the employee is credited with three duty hour credits or duty hour credits equivalent to the actual time on duty whichever is the greater, or

25.8.2 where the employee accepts another duty departing on the same day, the employee is credited with duty hour credits for the period between the original report time and the report time for the new duty.

This clause does not apply where an employee is removed from a duty under clause 31.1.10 or clause 31.3.4.

25.9 Delay in transport

Where an employee is entitled to home transport and that transport is delayed beyond 60 minutes of arrival on blocks for pre-ordered transport or 15 minutes of transport request otherwise, the employee accrues duty hour credits, for pay purposes only, for the time in excess of 60 minutes or 15 minutes respectively.

26. CONSTRUCTION OF BID LINES

26.1 Length of bid period

Bid periods are 56 days duration, however it is the Company's intention to move to 28-day bid periods. In the event the bid period is moved to 28-days, the values associated with bid periods stated throughout this agreement will be halved. The Association will be consulted prior to the implementation of a 28-day bid period.

26.2 Flying lines and reserve lines

Bid lines must be constructed as flying lines and reserve lines. Bid lines must be constructed at each base for all employees who are eligible to hold a bid line.

26.3 Determination of flying line requirements

The Company must determine the number of flying lines for each category at each base in a bid period. The number of flying lines will be maximised, subject to known flying to ensure an adequate reserve line coverage consistent with clause 27.4.

The Company must determine the number of part-time flying lines at each base in a bid period. For resource planning purposes, forecast part-time employee known flying lines must be planned to operate at the part-time divisor.

26.4 Divisor

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The full-time divisor must be within the range of 186 to 193 duty hour credits and may be varied, by hourly increments, within this range, for any or all categories at the Company's discretion. The divisor for part-time cabin crew is always 100 duty hour credits.

26.5 Minimum pattern gap

An intervening period between patterns must be observed. The minimum pattern gap must be as follows:

26.5.1 If the preceding pattern is one or two planned pattern days away –one day.

26.5.2 If the preceding pattern is three planned pattern days away – two days.

26.5.3 If the preceding pattern is a United Kingdom or Europe pattern type and is six, seven or nine planned pattern days away– five days.

26.5.4 If the preceding pattern is a United Kingdom or Europe pattern type and is eight planned pattern days away – six days.

26.5.5 For all other patterns, the gap must be at least 50 per cent of the planned pattern days of each preceding pattern, any half days in this calculation may be disregarded.

26.6 Flying lines to be constructed within range

26.6.1 All flying lines must be constructed in the range from the Company minimum hours to the Company maximum hours as applicable to the nominated divisor.

26.6.2 The Company must endeavour to construct part-time flying lines in the range from the part-time Company minimum hours to the part-time Company maximum hours.

26.6.3 The Company may ignore a preference(s) in reverse order of expressed preference(s) to construct all flying lines within the range prescribed in this sub-clause.

26.7 Duty free time at base

All bid lines must be constructed to provide the duty free time at base provided for in clause 23.

26.8 Consultation

Following consultation with the Association, reasonable special arrangements for the construction of bid lines may be implemented to meet changing operational and business needs.

27. ALLOCATION OF DUTIES

27.1 Submission of bid or preferences

An employee allocated to a category and base who will be qualified and available in that category and base on or before the first day of a bid period, is eligible to hold a flying or reserve line and may submit preferences in that category at that base prior to the closing date of bids for that bid period. A written specific bid is acceptable in the circumstances agreed between the Association and the Company from time to time.

27.2 Designation as a flying/reserve line holder

An employee eligible to hold a bid line must be designated as either a reserve line holder or a flying line holder as determined by the Company, and provisional designation must be promulgated at the time of invitation to bid for each bid period, and a definitive designation must be determined at the close of bidding.

27.3 Designation as flying line holder

The Company must determine which employees are designated as flying line holders by selecting the number of employees by category and base who have not been awarded a reserve line and who have otherwise most recently been allocated as reserve line holders.

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27.4 Designation of reserve line holders

27.4.1 Employees, other than those designated as flying line holders, must be designated as reserve line holders and must be those employees by base and category who have been awarded a reserve line and, if then necessary, those employees allocated to a reserve line least recently. For the purposes of the allocation of reserve lines under this sub-clause, Part 1 and Part 2 employees (except for those operating on the A380), will be treated as one group.

27.4.2 For the purpose of determining which employees were allocated a reserve line least recently.

- (i) An employee who performs a portion of a reserve line of equal to or greater than 28 days in a bid period is deemed to have been a reserve line holder for that bid period.
- (ii) An employee on completion of initial training is deemed to be a reserve line holder for that period during which such initial training was completed.

27.5 Parental leave

When an employee returns to flying duties from parental leave that employee for the purposes of this sub-clause is exempted from reserve line rotation and must be awarded a flying line, unless the employee specifically bids for a reserve line.

For the purpose of future rotation onto reserve, the employee returning from parental leave will be deemed to have been a reserve line holder for the last complete bid period prior to return from parental leave.

27.6 Allocation of preferences

The Company must allocate preferences to employees in order of seniority of those who have submitted a bid.

27.6.1 The number of reserve lines awarded in a category in a bid period must not exceed the number of reserve lines required in that category in that bid period.

27.6.2 Where an employee submits a bid for reserve and for flying line holder preferences, the bid for reserve must take priority.

27.6.3 A flying line holder's preferences must be satisfied, where possible, in the order indicated in the bid. Where a particular preference cannot be satisfied the Company must attempt to satisfy the flying line holders next expressed preference.

27.6.4 An employee eligible to bid and who fails to submit a sufficient number of preferences is deemed to have no further preferences and must be awarded any duty that has not otherwise been awarded.

27.6.5 An employee eligible to bid and who fails to submit a bid is deemed to have no preference(s) and must be awarded any duty that has not otherwise been awarded.

27.7 Language speakers

27.7.1 The Company may assign QCCA employees to language patterns to ensure any vacant language slots are filled, after the awarding of Qantas language speaker flying line holder bids but prior to assigning Qantas language speaker flying line holders language trips.

27.7.2 The pattern preferences of a priority one language speaker flying line holder may be overridden by the Company or the Company may override the preference of the most junior flying line holder who would otherwise have been awarded such pattern(s) such that his/her flying line in each bid period contains up to 110 duty hour credits or a full language line as per clause 26, appropriate to his/her language qualifications

27.7.3 The pattern preferences of a priority two language speaker flying line holder may be overridden by the Company or the Company may override the preference of the most junior flying line holder who would otherwise have been awarded such pattern(s) such that his/her flying line in each bid period contains up to 55 duty hour credits appropriate to his/her language qualifications.

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27.7.4 Nothing in this sub-clause precludes a flying line holder who is a priority one and/or priority two language speaker from bidding for and being awarded an unlimited number of patterns appropriate to his/her language qualifications in accordance with clause 27.6.

27.7.5 The maximum number of speakers that may be allocated on any aircraft during the language allocation process are:

- a) One language required on the aircraft - 35 per cent of the total crew complement.
- b) More than one language required on the aircraft – 50 per cent of the total crew complement.

27.7.6 Where three or more priority languages are required on the aircraft or special circumstances apply, e.g. charters, the Company is entitled to seek an increase in the agreed percentage. The patterns affected will be processed through the Planning and Scheduling Committee.

27.7.7 There are no restrictions on the number of trips each language badge holder can do within the respective 55 and 110 duty hour credits referred to above.

27.8 Full language lines for new employees

27.8.1 The bidding preferences of all Hindi, Mandarin and Cantonese speakers and, other language speakers as discussed, recruited from 22 December 2004 may be overridden by the Company to ensure that their flying lines in each bid period contain a full designated language allocation.

27.9 Qualified and available in category

27.9.1 A flying line must not be awarded to an employee who is not allocated to the category and base for which that flying line is constructed nor to an employee undergoing promotional training, unless there is reasonable expectation on the part of the Company that the employee will be qualified and available in that category and base on or before the first day of the bid period.

27.9.2 A flying line must not be awarded to an employee who is on prolonged personal leave nor to an employee who is on parental leave nor to an employee who is on leave of absence without pay, unless there is evidence satisfactory to the Company that the employee will be qualified and available in that category and base on or before the first day of the bid period.

27.10 Details of awarded bid line

The awarded bid line must contain relevant details.

27.11 Duties allocated with regard to preferences

Duties must be allocated having regard to preferences expressed in the employee's bid and subject to any limitation contained in this clause.

28. RESERVE AND STANDBY DUTIES

28.1 Allocation of standby duty

28.1.1 Standby duty may:

- a) be assigned to a reserve line holder on available days; or
- b) be offered and awarded or assigned to an assignable time available flying line holder; or
- c) be offered and awarded to a pay protected flying line holder; or
- d) be offered and awarded to a flying line holder as additional projected duty hour credits.

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28.1.2 If a standby duty is not allocated in accordance with clause 28.1.1 above, it must be assigned to a reserve line holder on a designated duty free day and any such designated duty free day must be redesignated in accordance with clause 23.

28.1.3 If the standby duty cannot be allocated in accordance with clause 28.1.1, it may be assigned to the most junior flying line holder who can be contacted, despite that such assignment and/or any pattern together with its minimum base turnaround time and/or other duty resulting therefrom may result in over projection and/or cause conflict with his/her next planned duty.

28.1.4 Geographic location (that is, proximity to the airport) must not be a factor in allocation to standby duty, nor call out from standby duty.

28.2 Limits on standby duty

28.2.1 An employee may be allocated to a standby duty of not more than 12 consecutive hours. The duty free time following a standby duty must not be less than 12 hours, provided that not more than one such standby duty shall commence in any one calendar day.

28.2.2 Allocation of an employee to standby duty is limited to not more than four standby duties on consecutive days.

28.3 Availability for contact on standby duty

An employee must remain available for contact throughout each standby duty unless otherwise agreed by the Company.

28.4 Reporting for duty when on standby duty

28.4.1 An employee called for duty from standby duty must report for such duty at the Company required reporting time, provided that if so required the employee must be able to report within 90 minutes of being called. The employee may be required to report direct to the aircraft.

28.4.2 Should the original employee subsequently confirm availability for that duty, the standby employee's duty may be cancelled provided that he/she has not departed his/her contact address for the airport and standby duty resumed.

28.4.3 Should both the original employee and the standby employee report for a duty, the standby employee must be given the choice of performing or relinquishing the duty.

An exception to this is when both the original employee and the standby employee reporting for that duty are reserve line holders then the Company must decide which employee performs the duty.

28.5 Measurement of standby duty

28.5.1 An employee's planned standby duty begins at the Company required time of standby duty availability and ends at the planned termination time of such standby duty availability.

28.5.2 An employee's actual standby duty begins at the Company required time of standby duty availability and ends at the planned termination time of such standby duty availability, or, if called for duty the Company required reporting time for that duty, or, at the time the employee is specifically released from such standby duty availability.

28.6 Notification of duty when on standby duty

28.6.1 An employee on standby duty may be notified at any time within the standby duty of an assignment to duty; provided that the Company required reporting time for such duty must be no later than 90 minutes after the planned termination time of the standby duty.

28.6.2 Where such report time is after the planned termination time of the standby duty, the time between the end of the planned standby duty and the required report time is deemed flight or ground duty time for pay purposes. Any additional duty time accrued under this paragraph is not included in an employee's flight duty period hours or duty hour credits as described in clauses 20 and 24.

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28.6.3 Nothing in this paragraph precludes the Company from notifying an employee on standby duty of allocation to a duty for which the required commencement time is on a subsequent day of availability.

28.7 Minimum notice on reserve duty

A reserve line holder, who is not on standby duty, must not be assigned to any duty with less than eight hours notice unless the reserve line holder has failed to contact the Company or was not available for contact as required by clause 30.

29. GROUND DUTIES

29.1 Allocation of ground duty

29.1.1 Ground duties may be allocated to an employee on an available day(s) or, subject to the provisions of clause 23, on a day which does not conflict with minimum base turnaround time, or awarded or assigned duty.

29.1.2 An employee who is completing ground duties at other than home base may deadhead to and from the ground duty on the same day provided the length of the combined deadheading and ground components does not exceed a planned total of 14 hours (unplanned 20 hours). In the event that the ground duty away from home base is emergency procedures with an examination component, an employee will deadhead and be accommodated on the night prior to the ground duty but will deadhead to home base at the completion of the ground duty. For the purposes of duty hour credit calculations, a duty under this clause will be deemed as continuous.

29.1.3 If such ground duty is subsequently cancelled, the duty may be reallocated by the Company either forward or back on the bid line, subject to clause 29.1.1 above. The employee may nominate a preference for the reallocation subject to availability and Company operational requirements.

29.2 Failure to reach or maintain required standard

29.2.1 An employee who fails to reach or maintain the required standard of proficiency during or at the completion of a ground duty or who fails to carry out a ground duty except for Company approved reasons must attain such proficiency or carry out such further ground duty as may be required in his/her own time.

29.2.2 Such further ground duty must not attract the accrual of duty hour credits for any purpose.

29.2.3 Subject to clause 29.3, an employee who undertakes such further ground duty and who loses time from his/her pattern or patterns is not entitled to pay protection and the employee's projected duty hour credits are reduced by the duty hour credits lost, unless through no fault of the employee, he/she is unable to undertake such further ground duty within a time that is reasonable having regard to all the circumstances of the failure specified in clause 29.2.1.

29.3 Failure of emergency procedures training

Where an employee fails emergency procedures training in accordance with the provisions of clause 29.2, the following applies.

29.4 Failure at pre-departure check

29.4.1 An employee who fails an emergency procedure check at pre-departure must be removed unpaid from the pattern they were planned to fly. The employee is deemed unavailable from the first day of the duty and remains unavailable until the employee has successfully passed emergency procedures reassessment.

29.4.2 The Company must attempt to arrange an emergency procedures reassessment within 48 hours (two calendar days) following the date of failure.

29.4.3 An employee does not accrue duty hour credits or minimum guaranteed hours whilst the employee is deemed unavailable. This period of non accrual is limited to a maximum of 48 hours (two calendar days) being the date of failure and the first of two days provided to arrange another emergency procedures reassessment.

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29.4.4 Where an emergency procedures check cannot be arranged within 48 hours (two calendar days) after the date of failure, the employee must not be deducted duty hour credits or minimum guaranteed hours after 48 hours (two calendar days).

29.4.5 The flying line holder's projected hours must be reduced by deducting the duty hour credits lost due to unavailability. These credits are the duty hour credit value of the total duty, divided by the days of the total duty, multiplied by the days of unavailability. The remaining projected hours will be multi-offsettable pay protected over 112 days exclusive of all leave.

29.4.6 The reserve line holder's minimum guaranteed hours are reduced by deducting the minimum guaranteed hours divided by 38 for each day of unavailability.

29.5 Failure of an annual emergency procedures check

29.5.1 An employee who fails an annual emergency procedure check must be paid training hours for the day on which the failure occurred. The employee is not paid for the day which he/she resits the annual emergency procedures check.

29.5.2 The Company must attempt to arrange an emergency procedure reassessment within 48 hours (two calendar days) from the date of failure.

29.5.3 An employee scheduled for duty following the failure of an annual emergency procedures check and subsequent to a re-examination and pass, is removed unpaid from the duty and marked unavailable. The employee does not accrue duty hour credits whilst they are deemed unavailable. This period of non-accrual will be a maximum of 48 hours (two calendar days) following the date of failure.

29.5.4 Where an emergency procedure check cannot be arranged within 48 hours (or two calendar days) from the date of failure, the employee is deemed unavailable. However, the employee shall not be deducted duty hour credits or minimum guaranteed hours after 48 hours (or two calendar days).

29.5.5 The flying line holder's projected hours are reduced by deducting the duty hour credits lost due to unavailability. These credits are the duty hour credit value of the total duty, divided by the days of the total duty, multi-offsettable pay protected over 112 days exclusive of all leave.

29.5.6 The reserve line holders minimum guaranteed hours are reduced by deducting the minimum guaranteed hours divided by 38 for each day of unavailability.

29.6 Measurement of ground duty

29.6.1 An employee's planned ground duty begins at the Company required reporting time and ends at the planned time of his/her release from the duty.

29.6.2 An employee's actual ground duty begins at the actual reporting time or the Company required reporting time, whichever is the later, and ends at the actual time of release from such duty.

29.7 Limitations on ground duty

29.7.1 An employee must not be planned to perform ground duties in excess of:

- a) eight hours in any one day; and/or
- b) thirty-eight hours in five consecutive days; and/or
- c) five days in any consecutive seven days.

29.7.2 The minimum duty free time following a sequence of ground duties is:

- a) for one ground duty: twelve consecutive hours;
- b) for two to four consecutive ground duties: one calendar day;

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- c) for five consecutive ground duties: two calendar days.

29.8 Emergency procedure training days

Despite other provisions of this Agreement, when emergency procedure training is conducted over one day, this one day can be rostered up to a maximum of ten hours. If the training day is extended beyond eight and one half hours, an additional 15 minute break must be inserted. Payment above eight hours must be on the basis of one for one pay credits. This means payment for a ten hour day must be six hours. All this time is for pay purposes only.

29.9 Training for pay purposes only

29.9.1 The Company may roster any employee, for pay purposes only, whilst allowing employees to bid for the course in the normal manner. The maximum number of days, including emergency procedure days, for which employees can be trained under this sub-clause, is three days per annum.

29.9.2 The maximum number of these days which can be utilised in any one bid period is two days, which may include emergency procedure days.

29.9.3 The Payment for training purposes above the divisor will be calculated as per 29.6.1 and paid for the total time of the training.

30. CONTACT WITH THE EMPLOYEE AND AVAILABLE DAYS

30.1 Before allocated duty

30.1.1 An employee must contact the Company between fifteen hours and four hours before the Company required reporting time for each allocated duty, in order to confirm the employee's availability to perform such duty and to advise any transport requirements to which the employee may be entitled.

30.1.2 In the event of an employee failing to make the contact prescribed in clause 30.1.1 above, the Company must immediately attempt to contact that employee by telephone at his/her contact number(s), if known, to confirm availability.

30.2 Open Time

30.2.1 A flying line holder who has bid for Open Time and who has indicated in writing or electronically that he/she requires further contact if awarded such Open Time must be available for contact at his/her contact telephone number or must make available an alternative telephone number where he/she can be contacted from the normal closure of that Open Time. Such an employee who has been allocated the Open Time must be telephoned twice by the Company with a minimum of 15 minutes between calls. If the employee is not contactable the Open Time may be allocated to another employee.

30.2.2 A flying line holder who has bid for Open Time and who does not require further contact or may not be contactable at the time of awarding the Open Time must indicate this to the Company in writing or electronically and it is the flying line holder's responsibility to determine whether or not the flying line holder has been awarded the Open Time for which he/she has bid.

30.3 Standby

30.3.1 An employee who has provided the Company with a telephone contact number and who is allocated to standby duty must be available for telephone contact by the Company throughout his/her standby duty.

30.3.2 An employee who has not provided the Company with a telephone contact number and who is allocated to standby duty must telephone the Company at or just prior to the commencement of his/her standby duty. At all other times during the standby duty the employee must be available for contact at his/her nominated address.

30.4 Available day(s)

30.4.1 A flying line holder who is not assignable time available and/or pay protected must contact the Company at any time after completing a duty which immediately precedes an available day or group of available days up

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until 2100 base local time on the last day before that available day or group of available days. If no duty is allocated or confirmed by the Company at the time of contact the available day or group of days must be treated by the employee and the Company as duty free periods. Nothing in this provision precludes a flying line holder from bidding for Open Time or trades during his/her available days.

30.4.2 A reserve line holder, or a flying line holder who is assignable time available and/or pay protected, must contact the Company between 0900 and 2100 hours base local time on the day immediately preceding an available day or group of available days and again between 0900 and 1100 and between 1600 to 2100 hours base local time on each available day. If no duty is allocated or confirmed by the Company at the time of contact the employee must be free from further availability obligations until the next required contact period.

30.4.3 Under the terms of clauses 30.4.1 and 30.4.2 above, the day immediately preceding an available day or group of available days includes a last day of any leave which precedes an available day.

30.4.4 Where the Company has been denied the opportunity to recoup assignable time availability or pay protection because the employee has not fulfilled his/her obligation under the provisions of this clause, the employee concerned must be available to the Company for 112 days, exclusive of all leave, so that the Company may fully offset the value of the pattern missed. He/she must be available for multiple offset obligations of the duty hour credit value of the specific pattern or for the value of the amended pattern should the specific pattern become subsequently downline disrupted.

30.5 Minimum notice for assignment

An employee must not be assigned to any duty during an available day or designated duty free day with less than eight hours notice without his/her consent unless he/she has omitted to contact the Company as specified in clauses 30.4.1 and 30.4.2.

30.6 Routine telephone contact

Routine telephone notification of duty by the Company must be made between 0730 and 2200 local time on any day. Telephone calls for short notice operational requirements or for follow up messages that have not been confirmed for cases where an employee has failed to comply with a contact requirement may be made at any time.

30.7 Z day

30.7.1 A Z day means:

- a) a day wholly within minimum base turnaround which has not been designated as a designated duty free day, or
- b) a day where a minimum base turnaround ends after 0830 base local time which has not been designated as a designated duty free day or a day on which duty commences, or
- c) a day following a duty when that duty has completed at base at 2030 hour base local time or later where that following day is not a designated duty free day.

30.7.2 For the purpose of this clause a Z day must be treated as if it were a designated duty free day.

30.8 Exceptions to contact obligations

Despite the previous sub-clauses, an employee is not obliged to contact the Company:

30.8.1 Where the flying line holder is assignable time available or pay protected, on an available day in the afternoon where that available day is immediately before:

- a) a day on which duty commences;
- b) a designated duty free day;
- c) a day of approved leave.

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30.8.2 On the day before an available day where the flying line holder has already performed the last duty on his/her bid line and the flying line holder's projected duty hour credits are greater than five duty hour credits above the divisor appropriate to his/her category in that bid period.

30.8.3 On the day before an available day or on any available day where a reserve line holder has accrued duty hour credits greater than five duty hour credits above the divisor appropriate to his/her category in that bid period.

31. FLYING OF BID LINES AND BID LINE PROTECTION

A flying line holder must fly each pattern he/she is allocated except as specified below:

31.1 Flying line holders

31.1.1 Approved leave

A flying line holder proceeding on approved leave.

31.1.2 Pattern cancelled

A flying line holder whose pattern is cancelled.

31.1.3 Change of pattern prior to reporting time

A flying line holder whose pattern is changed prior to reporting for the pattern and such change would:

- a) cause him/her to exceed Company maximum hours in his/her bid period, except with the agreement of the employee; or
- b) causes him/her to exceed the crew maximum hours.

In these circumstances, bearing in mind the importance of stability, the Company must determine whether the overprojection may be retained:

- Where the Company decides that the overprojection may be retained the flying line holder must elect to either retain or relinquish the overprojection.
- Where the flying line holder elects to relinquish the overprojection or where the Company decides that the overprojection must be removed the flying line holder must elect to either retain the pattern causing the overprojection and nominate another pattern from which to be removed or be removed from the pattern causing the overprojection.
- Where the flying line holder elects to nominate a pattern other than the changed pattern, that pattern whilst removing the overprojection to projected line value immediately prior to the change causing the overprojection must also carry the lowest number of hours possible.
- Where the Company decides that the overprojection must be removed and, after being given an opportunity to make an election, the employee has failed to make an election, the Company must, within 36 hours of the employee's return to base from the pattern which causes such overprojection, advise the employee of the pattern to be relinquished to remove the overprojection. The Company must remove the pattern carrying the lowest number of hours possible.

- c) Cause conflict with another pattern(s) on his/her flying line except with the approval of the Company.

31.1.4 Removal by Company

A flying line holder who is removed from a pattern or portion of a pattern by the Company, other than elsewhere specified in this clause.

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31.1.5 Conflict in patterns

Except as provided in clause 22.4 a flying line holder whose previous pattern together with its minimum base turnaround time, or duty together with its minimum duty free time, conflicts with his/her next pattern as a result of:

- a) an assigned pattern or duty in the previous bid period conflicting with an awarded pattern in the next bid period; or
- b) a downline disruption to a pattern conflicting with an awarded pattern; or
- c) an assigned pattern or duty resulting from an allocated standby duty conflicting with an awarded pattern; or
- d) Open Time duty assigned under the provision of clauses 33.6.11 or 33.6.15 conflicting with an awarded pattern.
- e) the operation of clause 31.1.3 (c)

31.1.6 Assignment or downline disruption

A flying line holder who is projected above the Company maximum hours as a result of an assignment or downline disruption and relinquishes hours to remove the overprojection. The flying line holder may relinquish a pattern or patterns containing as few projected duty hour credits as possible to maintain the projected duty hour credits at or below the Company maximum hours. He/she must advise the Company of such decision within 36 hours of return to base from the pattern that causes such overprojection.

31.1.7 Projected above crew maximum hours

Except as provided in clause 31.1.3(b)(third dot point) where a flying line holder is projected above crew maximum hours and the Company removes the over projection. The Company may remove a pattern or patterns containing as few projected duty hour credits as possible to maintain the projected duty hour credits at or below the crew maximum hours. Where an employee does not exercise the discretion as specified in clause 31.1.6 the Company must advise the employee of its decision within the next 36 hours of return to base from the pattern that causes such over projection.

31.1.8 Any other day of Company authorized paid leave

A flying line holder who is removed from a pattern and allocated to any other day of Company authorized paid leave.

31.1.9 Removal on request

A flying line holder who, with Company approval, is removed from a pattern or portion of a pattern at his/her own request.

31.1.10 Lack of proficiency or failure to meet responsibility

A flying line holder who is held out of service by the Company, for lack of proficiency or failure to meet or fulfil a recognised responsibility.

31.1.11 Trade of pattern between flying line holders

A flying line holder who trades a pattern with another flying line holder of the same category. This trade must be arranged entirely by the employees concerned and must conform with the following conditions:

- a) The duty hour credits must balance or one of the flying line holders must bear any loss.

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- b) The Company must be notified of the proposed trades by both flying line holders involved no later than the closure of Open Time for the first of the patterns involved in the trade.
- c) The Company may reject such trades if they result in Open Time.
- d) The Company may reject such trades if the trade would mean the Company cannot maintain the level of language coverage achieved in the language pattern allocation process or at least one appropriate language speaker, whichever is the greater, on a pattern specified as requiring such language coverage.
- e) If one or both of the flying line holders is assignable time available or pay protected the Company must approve such trade.

31.1.12 Trade of pattern with Open Time

A flying line holder who requests to trade a pattern with Open Time. This trade must conform with the following conditions:

- a) The approval of the Company is required.
- b) The request must be made no later than the closure of Open Time for the first of the patterns involved in the trade.

31.1.13 Change in employment status

A flying line holder who is allocated a vacancy for promotional training or for a transfer to another base or change of category.

31.1.14 Different aircraft type

The pattern is operated with a different aircraft type on which the employee is not qualified.

31.1.15 Redesignated duty free days – low line

The flying line holder has elected to be displaced from the lowest credited hours pattern in accordance with clause 23.5.4 (a).

31.2 Assigned pattern not to conflict with other patterns

Where a flying line holder who is not pay protected or assignable time available is assigned an Open Time pattern, standby duty or any pattern resulting from such or other duty, the pattern or duty must not conflict with another pattern in the flying line holder's bid line for the current bid period or the next bid period or with his/her minimum base turnaround time entitlement.

An exception to this applies for a flying line holder assigned Open Time in accordance with clause 28.1.3, 33.6.11, 33.6.14 or 33.8.

31.3 Reserve line holders

A reserve line holder must fly each pattern he/she is assigned except as specified below.

31.3.1 Pattern cancelled

The reserve line holder's pattern is cancelled.

31.3.2 Removal by the Company

The reserve line holder is removed from the pattern or portion of the pattern by the Company.

31.3.3 Approved leave

The reserve line holder proceeds on approved leave.

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31.3.4 Lack of proficiency or failure to meet responsibility

The reserve line holder is held out of service by the Company for lack of proficiency or failure to meet or fulfil a recognised responsibility.

31.3.5 Any other day of 'Company authorized paid leave'

The reserve line holder is allocated to any other day of 'Company authorized paid leave'.

31.3.6 Change in employment status

A reserve line holder is allocated a vacancy for promotional training for a transfer to another base or change of category.

31.3.7 Removal on request

A reserve line holder who, with Company approval, is removed from a pattern at his/her own request.

31.4 Reserve line to flying line overprojection

Despite the provisions of clause 31.1.6 and 31.1.7:

31.4.1 Where a reserve line holder is assigned a pattern which carries into a flying line, and the carry in causes overprojection in that flying line, the employee may elect to retain or relinquish the overprojection. The Company must not remove the overprojection.

31.4.2 Where the employee elects to relinquish the overprojection he/she must, within 36 hours of return to base from the pattern which causes the overprojection, nominate the pattern(s) to be removed which, whilst removing the overprojection, also carries/carry the lowest number of hours.

32. PAY PROTECTION

32.1 Receiving projected duty hour credits

32.1.1 If a flying line holder is qualified to fly a pattern which has been awarded or assigned to him/her under the provisions of this Agreement and, through no fault of the flying line holder, loses time from the pattern, he/she must receive projected duty hour credits in accordance with the provisions of clause 32.3.

32.1.2 Where it is not possible to plan the Company minimum hours for any full time flying line holder for a bid period he or she must receive projected duty hour credits equal to the Company minimum hours.

32.1.3 Where it is not possible to plan the minimum guaranteed hours for any part time flying line holder for a bid period he or she must receive projected duty hour credits equal to part time minimum guaranteed hours.

32.1.4 A flying line holder who is entitled to projected duty hour credits under this clause is known as a pay protected employee.

32.2 Pay protected occasion

32.2.1 The number of duty hour credits a flying line holder loses from a pattern and to which he/she is entitled to protection is known as the pay protected hours for that occasion.

32.2.2 In the event that a pay protected flying line holder during a particular bid period has more than one pay protected occasion at any given time the Company may treat each occasion as a separate pay protected occasion or may combine two or more occasions and treat them as one occasion.

32.3 Number of pay protected hours

The number of pay protected hours to which a flying line holder is entitled must be determined in accordance with the following:

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32.3.1 No conflict between patterns

When such loss is not due to a conflict between patterns the duty hour credits the flying line holder accrues for the pattern flown is subtracted from the duty hour credits value of the pattern when it was awarded or assigned and the remainder is the pay protected hours.

The provisions of this paragraph apply where:

- a) The pattern is downline disrupted.
- b) The pattern is cancelled.
- c) The pattern is changed.
- d) The flying line holder is displaced from his/her pattern by the Company.
- e) The pattern is operated with a different aircraft type on which the employee is not qualified.
- f) The flying line holder is held out of service due to an aircraft or passenger accident or incident.
- g) The flying line holder held out of service by the Company, in accordance with clause 11 of Part A, pending the completion of its investigations, where the grounds for the investigations are either alleged serious wilful misconduct or alleged serious breach of safety standards.
- h) The employee has elected to be displaced from the lowest credited hours pattern in accordance with clause 23.5.4(a).

The provisions of this paragraph must not be applied where the duty hour credits planned in the original pattern are greater than the duty hour credits accrued by the flying line holder as a result of a fast flight. In this case the flying line holder must receive the duty hour credits of the planned pattern and is not considered pay protected.

32.3.2 Conflict between patterns due to assignment and/or standby duty

When the flying line holder's assigned pattern including the minimum base turnaround time associated with the pattern conflicts with his/her next awarded or assigned pattern the Company must remove the infringed pattern and the duty hour credits the flying line holder accrues for the pattern causing such removal must be subtracted from the duty hour credits value of the infringed pattern when it was awarded or assigned and the remainder is the pay protected hours.

When the conflicting patterns commence in different bid periods, any duty hour credits accrued in the new bid period must be subtracted from the duty hour credits value of the infringed pattern when it was awarded or assigned and the remainder is pay protected hours. The provisions of this paragraph apply where:

- (a) The pattern resulted from an awarded or assigned standby duty.
- b) The pattern was assigned under clauses 33.6.11 or 33.6.15.
- c) The pattern was assigned whilst the employee was a reserve line holder.
- d) The pattern was assigned to offset assignable time available hours and the assigned pattern conflicts with a pattern or patterns in his/her next flying line.

32.3.3 Conflicts between patterns due to downline disruptions

- a) When a flying line holder's pattern is disrupted downline and the pattern, including the minimum base turnaround time associated with that pattern, conflicts with his/her next awarded or assigned pattern(s), the Company must remove the infringed pattern(s) and the duty hour credits the flying line holder accrues for the pattern causing such removal must be

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subtracted from the duty hour credits value of the patterns when awarded or assigned and the remainder is the pay protected hours.

- b) When the disrupted pattern was assigned or awarded to offset pay protected hours the duty hour credits the flying line holder accrues for such pattern offset and diminish the flying line holder's pay protection in accordance with provisions of this clause and any duty hour credits remaining from the disrupted pattern must be subtracted from the duty hour credits value of the infringed pattern when it was awarded or assigned and the difference is pay protected.
- c) When the conflicting patterns commence in different bid periods, any duty hour credits accrued in the new bid period must be subtracted from the duty hour credits value of the infringed pattern when it was awarded or assigned and the remainder is the pay protected hours.

32.3.4 Overprojection

- a) When a flying line holder flies a pattern resulting from an awarded or assigned standby duty or when he/she flies a pattern assigned under clause 33.6.11 or 33.6.15 and the flying line holder relinquishes time in accordance with clause 31.1.6 his/her remaining projected duty hour credits must be subtracted from the Company maximum hours and the remainder, if any, is the pay protected hours.
- b) When a pattern is removed in accordance with clause 31.1.7 his/her remaining projected duty hour credits must be subtracted from the crew maximum hours or if greater the duty hour credits to which he/she was projected prior to accruing this latest occasion of overprojection and the remainder if any must be pay protected hours.
- c) Despite the provisions of clause 32.3.4(a) and (b) above, where an employee elects to remove overprojection in accordance with the provisions of clause 31.4 the accrued duty hour credit value of the pattern(s) removed must be subtracted from the employee's projected line value and the difference between that new total and the Company maximum hours, if any, must be pattern limited pay protected hours.

32.3.5 Low line

- a) Where, because it is not possible to plan Company minimum hours applicable to any full time flying line holder for a category in a bid period, the flying line holder is pay protected for the shortfall. The number of pay protected hours is calculated by subtracting the flying line holder's planned line value from the Company minimum hours.
- b) Where, because it is not possible to plan part-time minimum guaranteed hours for any part time flying line holder in a bid period, the flying line holder is pay protected for the shortfall. The number of pay protected hours is calculated by subtracting the flying line planned holder's line value from the part-time minimum guaranteed hours.
- c) If the number of pay protected hours have a value of five hours or less then the pay protection will be fixed pay protection at the time bid lines are awarded.
- d) Assignment by the Company against the total low line pay protected hours may be made a maximum of twice per bid period. If after two assignments residual hours exist, this residual shall become fixed pay protection.

32.3.6 Personal leave

- a) When a flying line holder loses time from his/her awarded pattern or patterns due to personal leave in accordance with the provisions of clause 41 the flying line holder must be pay protected for the duty hour credits value of each pattern as planned in his/her flying line when the flying line holder was awarded such flying line.

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Where after commencing a pattern the flying line holder loses time from the pattern due to personal leave the duty hour credits accrued for the pattern the flying line holder flies must be subtracted from the duty hour credits value of the pattern as planned in his/her flying line when he/she was awarded such flying line and the flying line holder is pay protected for any duty hour credits remaining.

- b) When a flying line holder loses time from an awarded or assigned pattern of Open Time due to illness he/she is not entitled to pay protection for such Open Time pattern, but is entitled to pay protection specified in clause 32.3.6 (a) above.

32.3.7 Annual leave and long service leave

- a) When a flying line holder is granted annual leave or long service leave after bid lines have been awarded and is unavailable to fly his/her planned pattern(s) because of such leave, the flying line holder is pay protected for the duty hour credits value of those planned pattern(s).
- b) Such pay protected hours are considered a pay protected occasion for each pattern(s) the flying line holder is unavailable to fly as a result of that period of leave.

32.3.8 Jury service

When a flying line holder loses time from his/her awarded pattern or patterns due to jury service taken in accordance with the provisions of clause 42 the flying line holder must be pay protected for the duty hour credits value of each pattern as planned in his/her flying line when the flying line holder was awarded such flying line.

32.3.9 Other approved leave

A flying line holder removed from a pattern because he/she is proceeding on approved leave, other than annual leave, long service leave, personal leave and jury service is not pay protected.

32.3.10 Lack of proficiency or failure to meet responsibility

A flying line holder held out of service by the Company because of a lack of proficiency or a failure to meet a recognised responsibility, but not including an employee held out of service by the Company pending the completion of its investigations, is not pay protected for the pattern(s) or portions of a pattern lost.

32.4 Pay protected hours not offset

Pay protected hours which have not been offset in the relevant bid period as provided in this Agreement must be used in the calculation of pay and bid period limitations for that bid period.

32.5 Payment of pay protected hours

Pay protected hours must be paid at the hourly rate to which the flying line holder is entitled in accordance with clause 11 at the time the pay protected occasion occurred.

32.6 Open Time and other duty

32.6.1 Bidding for Open Time

A pay protected flying line holder may bid for and be awarded Open Time in accordance with the provisions of clause 33.

32.6.2 Offering Open Time

A pay protected flying line holder may be offered Open Time and/or other duty in accordance with the provisions of this clause up to the time his/her pay protection is offset completely or the flying line holder rejects the pay protection or the flying line holder's bid period ends or the flying line holder's period of availability ends as prescribed by clauses 32.9 and clause 32.12.

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32.6.3 Declining offers for Open Time

A pay protected flying line holder may decline to accept an offer of Open Time and or other duty(s) without losing or affecting his/her pay protected hours.

32.6.4 Effect of award or acceptance of an offer

If a pay protected flying line holder performs a duty which was awarded as a result of his/her bid or acceptance of an offer the duty hour credits accrued for such Open Time, or standby duty and any resulting patterns, or other duty, offset and diminish the pay protected hours to which he/she is entitled on a one hour for one hour basis.

If such duty does not fully offset all his/her pay protected hours the flying line holder may bid for or the Company may offer further Open Time and/or duty up to the time his/her pay protection is offset completely or the flying line holder rejects the remaining pay protection or the flying line holder's period of availability ends as prescribed by clauses 32.9 or 32.12.

32.6.5 Assignment of Open Time

If a pay protected flying line holder declines to accept an offer of Open Time or other duty the Company may assign the flying line holder to the Open Time or such other duty. Such assignments must be made in accordance with the following rules:

- a) The flying line holder may be assigned to only one pattern or one other duty for each pay protected occasion. The Company must inform the flying line holder which pay protected occasion is being offset.
- b) In the circumstances described in clause 32.2.2 the Company must select and designate the pay protected occasion or occasions it desires to offset with each such assignment regardless of the order in which the pay protected occasions occur and must inform the flying line holder of the pay protected occasion or occasions which produced the pay hours and the number of pay protected hours remaining for that occasion.

The making of such assignments does not affect the Company's right to make assignments with respect to prior or subsequent pay protected occasions.

- c) Open Time, standby duty and any resulting pattern or other duty assigned to a pay protected flying line holder may be of more or less duty hour credits than the pay protected hours but must not project the flying line holder to exceed the Company maximum hours or the duty hour credits to which he/she is projected at that time whichever is the greater.
- d) The flying line holder may decline to accept the assigned pattern or other duty and by so doing loses all the remaining pay protected hours for that occasion as the Company has determined in accordance with clause 32.3.
- e) If the flying line holder accepts the assignment the duty hour credits accrued for the assigned pattern, standby duty and any resulting pattern or other duty must offset and diminish the pay protected hours to which he/she is entitled for that occasion on a one for one basis.
- f) If the flying line holder accepts an assignment and the duty hour credits accrued from the assigned pattern, standby duty and any resulting pattern or other duty do not fully offset all the remaining pay protected hours for that occasion, the pay protected hours remaining for that occasion become fixed and are credited to the flying line holder and are not subject to any later offset.

These rules apply to low line pay protected flying line holders, subject to clauses 32.3.5 and 32.14.

32.6.6 Effect of additional Open Time

A pay protected flying line holder who has accepted an assignment under clause 32.6.5 and who afterwards accepts or is assigned to additional Open Time must not have any remaining pay

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protected hours of the pay protected occasion which was the subject of an assignment offset or diminished by such later award or assignment.

32.7 Reserve line holder

An employee who is a reserve line holder accrues duty hour credits for patterns and/or duties performed but is not entitled to pay protection. When a flying line holder becomes a reserve line holder for a portion of a bid period he/she retains any pay protected hours accrued during his/her period as a flying line holder. When the Company has not exercised its right of assignment whilst a flying line holder, the employee may decline to accept an assigned pattern or other duty and by so doing loses all the remaining pay protected hours for that occasion.

32.8 Normal offsettable pay protection

A flying line holder who loses time under the circumstances set out in this sub-clause and who becomes entitled to pay protection in accordance with the provision of clause 32.3 must be available for offers and/or assignment of patterns and/or other duties:

- from the time the Company informs the flying line holder that he/she is a pay protected flying line holder;
- until the end of the bid period or until his/her pay protection obligation ceases, whichever occurs first,

except that the flying line holder must not be required to be available for contact on any designated or redesignated duty free days planned in his/her flying line once the flying line holder has commenced such duty free days.

The provision of this sub-clause applies in cases where:

32.8.1 The pattern is disrupted downline, except as provided in clause 32.13.3.

32.8.2 The pattern is cancelled.

32.8.3 The pattern is changed.

32.8.4 The employee is on annual leave, long service leave or jury service.

32.8.5 The employee operates a pattern or performs a duty resulting from an awarded or assigned standby duty except a standby duty assigned under clause 28.1.3 or a pattern or duty which is assigned to the employee whilst a reserve line holder.

32.8.6 The employee relinquishes time or the Company removes time under clause 32.3.4.

32.8.7 The pattern was assigned to offset assignable time available hours and the assigned pattern conflicts with a pattern or patterns in his/her next flying line.

32.8.8 The pattern is operated with a different aircraft type on which the employee is not qualified.

32.8.9 The employee has elected to be displaced from the lowest credited hours pattern in accordance with clause 23.5.4 (a).

32.9 Personal Leave Pay protection

A flying line holder who loses time as a result of any type of personal leave (other than bereavement leave) and who becomes entitled to pay protection in accordance with clause 32.3 must be available for offers and/or assignment of patterns and or other duties from the first day following the applicable occasion of personal leave for a period of 42 days, exclusive of any type of leave, or until his or her pay protection obligation ceases, whichever occurs first.

32.10 Multi-offsettable pay protection

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If a pay protected flying line holder fails to meet his/her contact obligation in accordance with clause 30 and if, because of this failure the Company is unable to offer/assign the flying line holder a pay protection offset, the flying line holder must remain subject to multiple offset obligations of the duty hour credit value of the specific pattern or for the value of the amended pattern should the specific pattern become subsequently downline disrupted. This obligation must be for a period not exceeding 112 days, exclusive of any leave, commencing on the day after the day or days on which the failure to meet his/her contact obligation occurs.

32.11 Failure to confirm duty or meet recognised responsibility

32.11.1 A flying line holder who fails to confirm duty or who fails to meet or fulfil a recognised responsibility must be removed from that pattern or duty or his/her next pattern or duty respectively and duty hour credits or minimum guaranteed hours do not accrue during the flying line holder's unavailability.

32.11.2 If such would cause the flying line holder's projected duty hour credits for the bid period to fall below the minimum guaranteed hours he/she must become assignable time available to the Company until such time as the performance of a duty allocated by the Company projects the flying line holder beyond the minimum guaranteed hours.

32.11.3 When an employee is removed from duty in accordance with the provisions of this sub-clause the following procedures apply:

- a) The employee is deemed unavailable for the first day of the duty from which he/she was removed and for the subsequent day of such duty, until such time as the employee notifies the Company of his/her availability. Availability commences on the first full calendar day following the notification of availability.
- b) The employee does not accrue either projected hours or minimum guaranteed hours during the period of unavailability.
 - i) The employee's projected hours must be adjusted by deducting the duty hour credits lost due to unavailability. The duty hour credits lost are the applicable duty hour credit value of the duty divided by the days of such duty multiplied by the days of unavailability.
 - ii) The employee's minimum guaranteed hours are reduced by deducting the minimum guaranteed hours divided by 38 for each day of such unavailability.
- c) Where the duty hour credits lost due to unavailability are less than the duty hour credit value of the duty from which the employee is removed, the remaining hours must be pay protected hours, multi offsettable over 112 days exclusive of all leave.
- d) The provision in clause 32.11.3(b)(ii) is for the purposes of this sub-clause only. Any inference that may arise from that provision may not be used in any way in a dispute arising out of any other clause in this Agreement.

32.12 Pattern limited pay protection

A flying line holder who loses time under the circumstances set out in this sub-clause and who becomes entitled to pay protection in accordance with the provisions of clause 32.3 must be available for offers and/or assignments of patterns and/or other duties:

- from the time the Company informs the flying line holder that he/she is a pay protected flying line holder
- until the planned completion of the pattern(s) or a portion of a pattern from which the flying line holder is removed or until his/her pay protection obligation ceases, whichever occurs first,

except that the flying line holder must not be required to be available for contact on any designated or redesignated duty free days planned in his/her flying line once he/she has commenced such duty free days.

Any duties assigned under this sub-clause must take place during the period of the pattern(s) or portion of pattern(s) from which he/she is removed.

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The provisions of this sub-clause apply where:

32.12.1 An employee is removed for training through no fault of the employee.

32.12.2 An employee is not qualified through no fault of the employee.

32.12.3 The flying line holder is displaced from his/her pattern by the Company, except where his/her pattern is to be flown by a reserve line holder or by a management/training flight attendant for other than training or checking purposes.

In these circumstances if a flying line holder is allocated a standby duty and is subsequently assigned to a pattern, the Company must return him/her to his/her base within the period of the pattern from which he/she was displaced.

32.12.4 The pattern or duty is assigned to the employee whilst a reserve line holder and conflicts with pattern(s) or duty/duties in the following bid period.

32.12.5 The employee is on bereavement leave.

32.13 Fixed pay protection

A flying line holder who loses time under the circumstances set out in this sub-clause and who becomes entitled to pay protection in accordance with the provisions of clause 32.3 must not be required to offset such pay protected hours which become fixed in cases where:

32.13.1 The flying line holder loses time because he/she was assigned a pattern pursuant to clause 33.6.11 or 33.6.15 or was assigned a pattern resulting from a standby duty assigned pursuant to clause 28.1.3.

32.13.2 The flying line holder loses time because he/she was displaced from his/her pattern by the Company for a reserve line holder or by a management/training flight attendant, not performing training or checking duties.

32.13.3 The flying line holder loses time because his/her pattern was disrupted downline and he/she has accrued for that pattern duty hour credits to a value of not less than 85 per cent of the duty hour credits value of the pattern as known at the time of departure from his/her base. This provision does not apply in cases where the disruption was caused by an employee's own sickness or non-availability.

32.13.4 The flying line holder loses time because he/she was displaced for an employee who required additional training having failed to maintain the required standard or demonstrated a below standard performance.

32.13.5 The pay protection arising out of a changed pattern is one hour or less.

32.14 Low line pay protection

32.14.1 Where it is not possible to plan the Company minimum hours for any full time flying line holder for a bid period he or she must be available for offers and/or assignment of patterns and/or other duties:

- from the commencement of the bid period
- until the end of the bid period or until his/her pay protection obligation ceases, whichever occurs first,

except that the flying line holder must not be required to be available for contact on any designated or redesignated duty free days planned in his/her flying line once the flying line holder has commenced such duty free days.

32.14.2 Where it is not possible to plan the minimum guaranteed hours for any part-time flying line holder for a bid period he or she must be available for offers and/or assignment of patterns and/or other duties:

- from the commencement of the bid period

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- until the end of the bid period or until his/her pay protection obligation ceases, whichever occurs first,

except that the flying line holder must not be required to be available for contact on any designated or redesignated duty free days planned in his/her flying line once the flying line holder has commenced such duty free days.

32.14.3 The pay protected hours are available for offset by offer or assignment by the Company or by Open Time bidding by the flying line holder.

32.14.4 Assignment by the Company against the total low line pay protected hours may be made a maximum of twice per bid period. If after two assignments residual hours exist, this residual becomes fixed pay protection.

32.14.5 Where a flying line holder had low line pay protection and occasions of any other forms of pay protection available for offset, these occasions may be combined for the purpose of offset.

32.14.6 Where no further low line pay protection exists the flying line holder reverts to normal conditions applicable to a flying line holder who was not low line pay protected.

32.15 Any other form of 'Company authorized paid leave'

32.15.1 Where the value of any other 'Company authorized paid leave' days granted does not wholly offset the value of duty dropped as a consequence of the granting of any other authorized leave days, the residual hours must be pay protected.

32.15.2 The Company's ability to recover such pay protection is limited to the period of the duty days dropped as a consequence of the granting of any other 'Company authorized paid leave' days.

32.16 Reserve line holder not available

32.16.1 A reserve line holder who is not available during his/her periods of availability or who fails to meet or fulfil a recognised responsibility must be removed from the reserve line and duty hour credits or minimum guaranteed hours do not accrue during his/her unavailability.

32.16.2 In such case, the reserve line holder's minimum guaranteed hours for the bid period must be reduced in accordance with the formula of the minimum guaranteed hours divided by 56 for each day he/she is removed from the reserve line.

32.17 Ground duty

Duty hour credits determined in accordance with clause 25.5, must first be given for the purpose of offsetting pay protection.

32.18 Held out of service

When a flying line holder is held out of service:

32.18.1 due to an aircraft or passenger accident or incident, or

32.18.2 by the Company, in accordance with clause 11 of Part A, pending the completion of investigations, where the grounds for the investigations are either alleged serious wilful misconduct or alleged serious breach of safety standards,

the employee is not required to offset pay protected hours for patterns or portions of patterns during the period he/she is withheld from service; such pay protected hours become fixed. Any remaining pay protected hours after the employee is returned to service are pattern limited pay protected hours.

33. OPEN TIME

33.1 Duty not included in a flying line

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In each bid period all patterns and ground duties (other than training) which are not included in a flying line or any pattern or ground duty (other than training) which becomes available must become Open Time. The Company must maintain a current listing of all Open Time at each base. Such list must be available to employees at all times and must contain the following information:

- 33.1.1 Type of duty.
- 33.1.2 Category for which the duty is open.
- 33.1.3 Date, time of commencement and duration of duty.
- 33.1.4 Pattern number or duty number.
- 33.1.5 Duty hour credits for the pattern or duty.

33.2 Bidding

An employee who is a flying line holder may bid for Open Time in the Open Time listed at his/her base and such bids must be in writing or submitted electronically. An employee may also bid for Open Time by telegram or registered mail or such other system that is from time to time acceptable to the Company. Such bids must be recorded in the Open Time listing by the Company. An employee may submit more than one bid for Open Time.

33.3 Normal closure

Open Time planned to commence during the 24 hour period commencing immediately after midnight each calendar day must be closed for bids at 0800 base local time two days prior to that day. The Company must determine the order in which Open Time is filled.

33.4 Patterns or duty removed due to personal leave

An employee who is on personal leave must have his/her pattern or duty removed and placed into Open Time at the normal closure of Open Time for that 24 hour period.

33.5 Early closure

Early closure of Open Time may occur at 0800 base local time when a pattern or duty has been listed in the Open Time listing for not less than five consecutive periods of 24 hours. It may be allocated at the closing time on any day up to the normal closure day provided that the allocation is not made earlier than 15 days in advance of the normal closure day for that Open Time as defined in clause 33.3 and provided such allocation is not made earlier than 48 hours before the commencement of the bid period in which the Open Time is planned to commence. Such Open Time must be awarded as follows:

- 33.5.1 It may be allocated to a low line pay protected flying line holder in that category to offset pay protection.
- 33.5.2 Open Time not allocated in accordance with the preceding paragraph may be allocated to a pay protected or an assignable time available flying line holder in that category to offset pay protection or assignable time availability.
- 33.5.3 Open Time not allocated in accordance with the preceding paragraphs of this sub-clause may be awarded in order of seniority to a flying line holder in that category who has submitted a bid for such Open Time as additional projected duty hour credits, except that if the flying line holder is assignable time available or pay protected the award of such Open Time must be made only with the approval of the Company.
- 33.5.4 Open Time not allocated in accordance with the preceding paragraphs of this sub-clause may be allocated to a management/training flight attendant, as an additional allocation or as a trade with Open Time.
- 33.5.5 Open Time not allocated in accordance with the preceding paragraphs of this sub-clause, and subject to the approval of the Company, may be awarded in order of seniority, firstly to low line pay protected flying line holders in that category and thereafter to other flying line holders in that category, who have submitted a bid to trade a pattern or patterns with Open Time.

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Low line pay protected flying line holders may request early closure of any trip in Open Time for the bid period, from 0800 on day one to 0800 on day 14 of the bid period. The Company may deny any such bid if there is a language requirement on the trip.

33.6 Allocation from normal closure

Allocation from Open Time not allocated in accordance with clause 33.5 must be allocated from the closing time on the normal closure day of Open Time specified in clause 33.3.

- 33.6.1 It may be allocated to a pay protected or an assignable time available flying line holder in that category but must not project him/her to exceed the Company maximum hours or conflict with any pattern of his/her flying line or with minimum base turnaround time.
- 33.6.2 Open Time not allocated in accordance with the preceding paragraph of this sub-clause must be awarded in order of seniority to a flying line holder in that category who has submitted a bid for such Open Time as additional projected duty hour credits except that if the flying line holder is assignable time available or pay protected, the award of such Open Time must be made only with the approval of the Company.
- 33.6.3 Open Time not allocated in accordance with the preceding paragraphs of this sub-clause may be allocated to a management/training flight attendant as an additional allocation or as a trade with Open Time.
- 33.6.4 Open Time not allocated in accordance with the preceding paragraphs of this sub-clause, and subject to the approval of the Company, must be awarded in order of seniority to a flying line holder in that category who has submitted a bid to trade a pattern or patterns with Open Time.
- 33.6.5 Open Time not allocated in accordance with the preceding paragraphs of this sub-clause may be offered and awarded in order of seniority to a flying line holder in that category who has not bid for such Open Time.
- 33.6.6 Open Time not allocated in accordance with the preceding paragraphs of this sub-clause may be offered and awarded to any flying line holder in that category who has not bid for such Open Time.
- 33.6.7 Open Time not allocated in accordance with the preceding paragraphs of this sub-clause must be assigned to a reserve line holder in that category who is available.
- 33.6.8 Open Time not allocated in accordance with the preceding paragraphs of this sub-clause must be assigned to any out of category reserve line holder who is available.
- 33.6.9 Open Time not allocated in accordance with the preceding paragraphs of this sub-clause must be assigned to any pay protected flying line holder or any assignable time available flying line holder who is available but must not project him/her to exceed the Company maximum hours, or conflict with any pattern or minimum base turnaround time.
- 33.6.10 Open Time not allocated in accordance with the preceding paragraphs of this sub-clause must be assigned to the most junior flying line holder in that category who is available but must not project him/her to exceed Company maximum hours or conflict with any pattern or minimum base turnaround time.
- 33.6.11 Open Time not allocated in accordance with the preceding paragraphs of this sub-clause must be assigned to a Part 2 flying line holder in that category who is available.
- 33.6.12 Open Time not allocated in accordance with the preceding paragraphs of this sub-clause must be assigned to the most junior Part 1 flying line holder in that category who is available.
- 33.6.13 Open Time not allocated in accordance with the preceding paragraphs of this sub-clause must be assigned to a Part 2 out of category flying line holder who is available.
- 33.6.14 Open Time not allocated in accordance with the preceding paragraphs of this sub-clause must be assigned to the most junior out of category flying line holder available but must not project him/her to exceed the Company maximum hours or conflict with any pattern or minimum base turnaround time.
- 33.6.15 Open Time not allocated in accordance with the preceding paragraphs of this sub-clause must be assigned to the most junior out of category flying line holder who is available.

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33.7 Trades with Open Time by pay protected flying line holders

Where a pay protected flying line holder bids in Open Time and nominates that the bid is both against pay protection and a trade the following rules must apply:

33.7.1 The entire transaction must be processed as a trade under clause 33.5.5 or clause 33.6.4.

33.7.2 Where the duty hour credit value of the requested Open Time exceeds the value of the pattern nominated for trade, the difference between the two must be subtracted from the value of an outstanding pay protected occasion(s) and the duty hour credit value of the pattern(s) nominated and the duty hour credit value of the subtracted portion of the pay protection must be considered together the nominated trade.

33.7.3 A pay protected employee who wishes to trade and not have the trade administered as in clause 33.7.2 should advise the Company by inserting "contact is required" in the appropriate column at the time of submitting the trade. This action requires the Company to contact the employee (see clause 30.2.1) from the normal closure of the Open Time for such trades before any trades have been approved to establish what special criteria the employee is attaching to the trade.

33.8 Allocation when known after normal closure

Open Time which becomes known after the normal closing time of such Open Time as provided for in clause 33.3 may be allocated in accordance with the provisions of clause 33.6 or alternatively, it may be assigned to an employee on standby duty.

33.9 Notification of allocation

Notification of allocation of Open Time must commence at the closing time of Open Time in accordance with clause 30.2.

33.10 Failure to comply with contact obligations

An employee who is not awarded Open Time because he/she fails to comply with clause 30.2 is not entitled to displace any employee to whom such Open Time is allocated.

33.11 Name to be entered into listing

The name of the employee allocated Open Time must be entered in the Open Time listing once the allocation is made. Nothing in this clause precludes the correction of an error by the Company.

34. DOWNLINE DISRUPTIONS

As downline disruptions are generally perceived to be disadvantageous it is agreed that, subject to other provisions of this Agreement, the following rules, in order, must apply where a downline disruption is necessary. If time constraint or any other factor requires deviation from these rules, the Company must consult with the Association, normally prior, unless impracticable, to the disruption.

For the purposes of this clause, Part 1 and Part 2 employees will be considered as one group, however Part 2 employees will always be deemed as the most junior employees after the most junior Part 1 employee.

In order to maintain the level of designated language coverage on the pattern which was achieved in the language pattern allocation process, or a minimum of one language speaker of each designated language on the pattern, whichever is the greater, the designated language speaker(s) must be bypassed in the following process:

34.1 Disrupted pattern does not extend into the next bid period

Where the disrupted pattern does not extend into the next bid period:

34.1.1 A reserve line holder in category:

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- a) Where the disruption will result in greater duty hour credits being accrued the reserve line holder with the least number of accrued duty hours credits must be downline disrupted. Where two or more have the same least number of accrued duty hour credits the most junior must be downline disrupted.
- b) Where the disruption will result in less duty hour credits being accrued the reserve line holder with the greater number of accrued duty hour credits must be downline disrupted. Where two or more have the same greater number of accrued duty hour credits the most junior must be downline disrupted.

34.1.2 The most junior flying line holder in category:

Except where the most junior flying line holder does not wish to be downline disrupted and can provide aircrew operations with an alternative volunteer within the required time frame.

34.1.3 Reserve line holder out of category:

- (a) Where the disruption will result in greater duty hour credits being accrued a reserve line holder out of category with the least number of accrued duty hour credits must be downline disrupted. If two or more have the same least number of accrued duty hour credits the most junior must be downline disrupted.
- (b) Where the disruption will result in less duty hour credits being accrued a reserve line holder out of category with the greater number of duty hour credits must be downline disrupted. Where two or more reserve line holders have the same greater number of accrued duty hour credits the most junior must be downline disrupted.

34.1.4 The most junior flying line holder out of category:

Except where the most junior flying line holder does not wish to be downline disrupted and can provide aircrew operations with an alternative volunteer within the required time frame.

34.2 Disrupted pattern extends into the next bid period

Where the disrupted pattern extends into the next bid period:

34.2.1 The most junior flying line holder in category who will become a reserve line holder in the next bid period:

Except where the most junior flying line holder does not wish to be downline disrupted and can provide aircrew operations with an alternative volunteer within the required time frame.

34.2.2 Reserve line holder in category:

- (a) Where the disruption will result in greater duty hour credits being accrued in the current bid period a reserve line holder in category with the least number of accrued duty hour credits in the current bid period must be downline disrupted. Where two or more have the same least number of accrued duty hour credits the most junior must be downline disrupted.
- (b) Where the disruption will result in less duty hour credits being accrued in the current bid period a reserve line holder in category with the greater number of duty hour credits in the current bid period must be downline disrupted. Where two or more have the same greater number of accrued duty hour credits the most junior must be downline disrupted.

34.2.3 The most junior flying line holder in category:

Except where the most junior flying line holder does not wish to be downline disrupted and can provide aircrew operations with an alternative volunteer within the required time frame.

34.2.4 The most junior flying line holder out of category who will become a reserve line holder in the next bid period:

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Except where the most junior does not wish to be downline disrupted and can provide aircrew operations with an alternative volunteer within the required time frame.

34.2.5 Reserve line holder out of category:

- (a) Where the disruption will result in greater duty hour credits being accrued in the current bid period a reserve line holder out of category with the least number of accrued duty hour credits in the current bid period must be downline disrupted. If two or more reserve line holders have the same least number of accrued duty hour credits the most junior must be downline disrupted.
- (b) Where the disruption will result in less duty hour credits being accrued in the current bid period a reserve line holder out of category with the greater number of duty hour credits in the current bid period must be downline disrupted. If two or more reserve line holders have the same greater number of accrued duty hour credits the most junior must be downline disrupted.

34.2.6 The most junior flying line holder out of category:

Except where the most junior flying line holder out of category does not wish to be downline disrupted and can provide aircrew operations with an alternative volunteer within the required time frame.

35. SIGN-ON/SIGN-OFF IN PORTS OTHER THAN HOME BASE

35.1 Requests for approval

- 35.1.1 Where an employee is planned to deadhead on a sector into home base he/she may request approval to sign off at the port from which the deadhead sector is to commence.
- 35.1.2 Where an employee is planned to deadhead on a sector out of home base, he/she may request approval to sign on at the port from which the first operating sector is to commence.
- 35.1.3 Approval to sign on/sign off must not be unreasonably withheld or revoked.

35.2 Requirements

- 35.2.1 Requests to sign on or sign off at other ports must be made prior to Open Time closure for the pattern, or, if the pattern was awarded or assigned to the employee, at the time of allocation.
- 35.2.2 An approved request to sign off at another port may be revoked by the Company if the pattern is changed by downline disruption or the operational circumstances may require the employee to perform other duties contained within this Agreement. Such revocation must be made prior to being released from duty at the sign off port.
- 35.2.3 An employee is responsible when signing on or off at ports other than home base, to ensure they have the correct travel documentation to comply with local regulations.
- 35.2.4 Contact obligations: The call-in specified in clause 30.1 for the home base report time must be made, in sufficient time that if the pattern has been altered from "deadhead" to "operate", the home base report time can be met.

35.3 Duty hour credits

- 35.3.1 Duty hour credits apply for the full pattern including the deadhead sector(s). No overtime accrues for the sector(s) not flown.
- 35.3.2 Should permission to leave the pattern at another port be revoked, the employee must receive all duty hour credits and any overtime which may accrue.

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35.3.3 Sign on time at the port of joining is the ETD ex that port, plus the Company required report time at home base on that pattern. The Company must advise the employee of the sign-on time when the approval to join the pattern at the port is given.

35.4 Accommodation/Allowances

Accommodation and allowances are not provided at the joining/leaving port, except where the permission to leave early has been revoked by the Company.

35.5 Pre-departure EP checks

An employee is responsible for ensuring that pre-departure emergency procedure checks have been completed within four weeks of any sign-on from another port. At the time an employee requests approval to sign-on at the port from which the first operating sector commences, he/she must confirm this has occurred by advising the date of his/her last pre-departure emergency procedure check.

35.6 Failure to comply with obligations

Failure on the part of an employee to comply with the obligations outlined above is a serious breach of the provisions of this clause which may result in its withdrawal following procedures under clause 11 of Part A.

36. BIDDING WINDOW

The bidding window is 14 days in a 56 day bid period.

Crew will continue to have the ability to access remote bidding.

37. ALTERATION TO SIGN-ON TIMES

37.1 The standard sign-on time for Long Haul employees operating on international sectors is 75 minutes prior to aircraft departure from Sydney. The standard sign-on time for Long Haul employees deadheading out of Sydney is 60 minutes prior to aircraft departure. If the Company wishes to permanently alter these sign-on times, consultation shall occur with the Association.

37.2 There are occasions when it will be necessary for cabin crew to sign on earlier than this under certain circumstances. This includes, but is not limited to:

- briefings on new product or service styles;
- safety briefings;
- certain special charter operations;
- changes to aircraft configurations
- performance reviews

These occasions may involve individuals, all cabin crew, crew members involved in special charters or employees in certain categories.

37.3 When the Company is planning a temporary alteration to sign-on times as outlined in clause 37.2 above, then the Association will be advised of the reasons and the additional time involved as soon as possible.

37.4 When making arrangements as outlined above, employees must receive duty hour credits applicable for flight duty. Without limiting the generality of the previous statement, all requirements in relation to flight duty period limitations (clause 20) and maximum duty hour credits in a bid period (clause 24) will be complied with, unless agreed with the individual concerned in accordance with the provisions of the specified clauses, or mutually agreed with the Association.

37.5 Where the requirement to extend standard sign-ons is known prior to the patterns for a bid period being published, the temporary alteration to a sign-on will be planned as part of the relevant pattern.

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38. ANNUAL LEAVE

38.1 Entitlement

An employee, other than a casual employee, is entitled to 42 consecutive days paid leave (inclusive of Saturdays, Sundays and public holidays) for each 12 months continuous service (less the period of annual leave). Such leave shall be credited each four weeks.

38.2 Taking leave

38.2.1 The leave prescribed in this clause must be given and taken on consecutive days or, if the Company and the employee agree, in more than one period.

38.2.2 Annual leave must not be allowed to accumulate for more than two years, subject to the provisions of the Workplace Relations Act;

38.2.3 Qantas can direct leave to be taken subject to the Workplace Relations Act.

38.2.4 An employee's leave is subject to confirmation not later than eight weeks before the planned commencement date of such leave. An exception to this applies to an employee transferring to another base station who may be allocated another leave period within a minimum period of four weeks notice where the availability of leave periods at his or her new base station does not allow him/her to retain his or her original leave allocation.

38.3 Application by seniority

Without limiting any other provisions of this Agreement, seniority shall be used to determine the order of selection of employees for the award of annual leave.

38.4 Pro rata leave on termination of employment

38.4.1 If, after one month's continuous service in any qualifying 12 month period, an employee leaves his or her employment or his or her employment is terminated by the Company the employee must be paid pro rata for service in respect of which no annual leave has been granted.

38.4.2 An employee who, on termination of his or her employment, is entitled to payment in lieu of accrued annual leave must be paid at the rate per duty hour credit prescribed for his or her years of service and category for the average of his or her accrued duty hour credits or minimum guaranteed hours, whichever is the greater, for his or her last six completed bid periods.

38.5 Payment of leave

An employee on annual leave must be paid at the rate per duty hour credit prescribed for his or her years of service and category for the duty hour credits accrued for the period of his or her annual leave in accordance with the work rules contained within this Agreement.

39. REQUEST FOR AD HOC ANNUAL LEAVE

39.1 An employee may request annual leave which does not affect the employee's bulk annual leave allocation, in the circumstances set out in this clause.

39.2 With approval by the Company, a Flying Line Holder may be removed, at the employee's request, from a Pattern and may have the employee's pay maintained, by offsetting the credited hours value of the Pattern dropped with days debited from the crew member's accrued annual leave. The number of annual leave days to be debited will be the applicable credit value of the pattern (dropped), divided by the daily leave credit value i.e. divisor divided by 56. The annual leave will cover the days of where the pattern was removed.

39.3 With approval by the Company, a pay protected Flying Line Holder may elect to remove one or more occasions of pay protected hours to be replaced by an equal amount of accrued annual leave. If the crew member chooses this option they must apply for the annual leave by the later of three days before their next available day (A Day) or upon being notified of their pay protection.

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40. LONG SERVICE LEAVE

Full-time and part-time employees are entitled to either:

- 3 months long service leave (or 3/10th of one month for each year of service) after 10 or more years of continuous service, or
- the value of any untaken accrued leave, on leaving Qantas with 10 or more years service.

Such leave shall be taken in accordance with the provisions of the NSW Long Service Leave Act and Qantas policy, as varied from time to time. Other State Long Service Leave Acts will not apply to employees.

Where an employee has accrued 3 months Long Service Leave after 10 years, and such leave has not been used within 24 months, the parties agree that an employee may be directed to take accrued Long Service Leave to a minimum remaining balance of 14 days. Once an individual employee has reduced his or her balance of Long Service Leave to 14 days, the employee will be exempt from any further direction to take Long Service Leave until the employee has accrued a balance of 45 days (employees may seek an exemption from Long Service Leave direction for compassionate reasons).

An employee on long service leave must be paid at the rate per duty hour credit prescribed for his or her years of service and category for the duty hour credits accrued for the period of his or her long service leave in accordance with the work rules contained within this Agreement.

An employee who, on termination of his or her employment, is entitled to payment in lieu of long service leave is paid at the rate per duty hour credit prescribed for his or her years of service and category for the duty hour credits for the average of his or her accrued duty hour credits or minimum guaranteed hours, whichever is the greater, for his or her last six completed bid periods.

41. PERSONAL LEAVE

41.1 Definitions

Household member means a person who lives with the employee on a permanent basis in the same domicile.

Immediate family includes:

- 41.1.1 a spouse, including a former spouse, a de facto spouse and a former de facto spouse; and
- 41.1.2 a child or adult child, including an adopted child, a step child or an ex nuptial child, of the employee or the employee's spouse; and
- 41.1.3 a parent, grandparent, grandchild or sibling of the employee or the employee's spouse.

Registered health practitioner means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration or licensing of health practitioners (or health practitioners of that type).

41.2 Entitlement

41.2.1 An employee is entitled to paid personal leave in the following circumstances:

- a) when the employee is absent from work due to personal injury or illness (sick leave);
- b) when the employee is absent from work due to sickness associated with upper respiratory tract infection (URTI leave);
- c) to provide care or support to a member of the employee's immediate family or a member of the employee's household, who requires care or support because of:
 - a personal illness or injury of the member, or

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- an unexpected emergency affecting the member (carer's leave)
- d) when a member of the employee's immediate family or household has a personal illness or injury that poses a serious threat to his or her life, or after the death of a member of the employee's immediate family or a member of the employee's household. (compassionate leave).

41.2.2 Personal leave of 19 days is available in the first year of service. 24 days personal leave is available in each second and subsequent year of service. Personal leave for part time employees of 14 days is available each year. This leave is in excess of the requirements of the Workplace Relations Act and therefore includes a provision for compassionate leave as defined by the Workplace Relations Act. These arrangements shall be applied consistently with the Workplace Relations Act.

41.2.3 In any year, unused personal leave accumulates at the rate of the lesser of:

- a) the current year's sick leave entitlement (10 days in the first 12 months of service and 15 days in each subsequent year of service, or 8 days in each year for part time employees), less the number of sick leave day(s) taken; or
- b) the balance of that year's unused personal leave.

Untaken personal leave shall accumulate in accordance with the provisions of the Workplace Relations Act. .

41.2.4 The entitlement to use personal leave for the purpose of carer's or bereavement leave is subject to the person being either;

- (a) a member of the employee's immediate family; or
- (b) a member of the employee's household.

41.2.5 The personal leave entitlement is not debited in respect of a duty free day or unpaid absence.

41.3 Payment

41.3.1 An employee on approved personal leave must be paid as follows:

- a) If on pay, at the rate per duty hour credit prescribed for his or her years of service and category for the duty hour credits accrued for the period of personal leave and any remaining pay protected hours resulting from such personal leave in accordance with the provisions of the work rules contained within this Agreement.
- b) If without pay, he or she is not paid for duty hour credits accrued for the period of his or her leave, nor for any remaining pay protected hours resulting from such personal leave in accordance with the provisions of the work rules contained within this Agreement.

41.3.2 An employee who has exhausted his or her entitlement to personal leave on pay may elect to take any available annual leave and long service leave.

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41.4 Sick leave

41.4.1 Entitlement

- a) An employee is entitled to use up to 10 days of the current year's personal leave entitlement as sick leave in the first 12 months of service and 15 days in any second and subsequent years of service. A part time employee is entitled to use up to 8 days of the current year's personal leave entitlement as sick leave.
- b) An employee is entitled to use accumulated personal leave for the purposes of sick leave if the employee's current year's sick leave entitlement has been exhausted.

41.4.2 Notice of illness or injury

- a) If practicable, at least two hours prior to the commencement of any absence on sick leave, the employee must:
 - (i) inform the Company of the employee's inability to attend for duty; and
 - (ii) as far as possible advise the nature of the injury or illness and the estimated duration of the absence.
- b) If possible, an employee should advise the Company of his or her non-attendance the day before the absence.
- c) If it is not possible for the employee to give prior notice of the absence, the employee must notify the Company by telephone at the first opportunity.
- d) An employee resuming duty after any period of sick leave must advise the Company on the day preceding the return to duty.

41.4.3 Proof of illness or injury

- a) Sick leave in excess of four days in any one sick leave year is not paid sick leave unless the employee produces a certificate by a registered health practitioner of the employee's unfitness for duty, subject to the provisions of the Workplace Relations Act.
- b) Within the limit of four days specified in clause 41.4.3(a) above, absences for periods of sickness up to and including any continuous period of three days may be taken as sick leave without the production of the certificate. All absences in excess of three days duration must be supported evidence as per clause 41.4.3(a) above subject to the provisions of the Workplace Relations Act.

41.4.4 Duration of sick leave

Sick leave commences on the first day of scheduled availability to the Company and continues until, but not including, the first full day on which the Company has been notified that the employee is ready and physically qualified for duty.

41.4.5 Sick leave and workers' compensation

If an employee is receiving workers' compensation payments, he or she is not entitled to paid sick leave.

41.4.6 Sick leave and annual leave

If an employee is sick while on annual leave, and provides the Company with medical evidence of the illness within 15 days of returning to duty, the employee will, provided the illness is not less than one day, be recredited the annual leave for the period of the illness and the illness must be treated as sick leave for pay and accrual purposes.

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41.4.7 Unfit for flying duties but fit for temporary non-flying duties

An employee who, through personal illness, is unfit for flying duty but is declared fit for non-flying duty by a Company doctor may continue on sick leave or if a temporary ground staff position is available and is accepted by the employee, he or she must be paid the rate of pay prescribed in the relevant award or agreement.

41.4.8 Unpaid sick leave

Once an employee's access to paid leave has been exhausted, the employee may elect, with the consent of the Company, to take unpaid leave due to illness or injury.

41.5 URTI Leave (Non Cumulative)

An employee is entitled to use up to six days, or three days in the case of part time employees, of the current year's personal leave as URTI leave for sickness associated with upper respiratory tract infection, on production of a medical certificate.

41.6 Compassionate leave

41.6.1 An employee is entitled to use up to three days personal leave as compassionate leave per occasion for the purpose of spending time with a person who :

- a) Is a member of the employee's immediate family or a member of the employee's household, and
- b) Has a personal illness or injury that poses a serious threat to his or her life, or
- c) After the death of a member of the employee's immediate family or a member of the employee's household.

41.6.2 An employee is entitled to use up to five days personal leave as compassionate leave on each occasion of the death of a member of the employee's immediate family or household outside Australia.

41.6.3 An employee is entitled to use one day of personal leave as compassionate leave on each occasion of the death of other close relatives.

41.6.4 Employees must produce satisfactory evidence of the illness, injury or death.

41.7 Carer's leave

41.7.1 Entitlement

- a) An employee is entitled to use up to ten days personal leave each year as carer's leave. This entitlement is subject to:
 - (i) the employee being responsible for the care and support of the person concerned; and
 - (ii) the person concerned being either:
 - a member of the employee's immediate family; or
 - a member of the employee's household;
 - (iii) the immediate family or household member requires care.
- b) In normal circumstances an employee must not take carer's leave under this clause if another person has taken leave to care for the same person.
- c) Carer's leave may be taken for part of a single day.

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41.7.2 Proof of illness or injury

The employee must, if required, establish by production of a medical certificate, the illness or injury of the person concerned and that the illness or injury is such as to require care by another, subject to the provisions of the Workplace Relations Act.

41.7.3 Notice requirements

- a) If practicable, the employee must give the Company at least two hours notice prior to his or her absence:
- b) The notice given under clause 41.7.3(a) above must include:
 - (i) the intention to take leave;
 - (ii) the name of the person requiring care and their relationship to the employee;
 - (iii) the reasons for taking leave; and
 - (iv) the estimated length of absence.
- c) The employee, if possible, must notify the Company the day before the absence.
- d) If it is not practicable for the employee to give prior notice of the absence, the employee must notify the Company by telephone of the absence at the first opportunity on the day of absence.

41.7.4 Unpaid carer's leave

An employee is entitled to 2 days' unpaid carer's leave for each occasion when a member of the employee's immediate family or household requires care or support because of personal illness or injury or an unexpected emergency.

42. JURY SERVICE

- 42.1** An employee must advise the Company as soon as possible of a requirement to attend jury service and the dates of attendance.
- 42.2** Provided the employee complies with clause 42.3 below, he or she will continue to receive payment and be pay protected in accordance with clause 32. The Company will deduct from the employee's pay any payment the employee receives for attendance at jury duty from the Court in respect of that attendance. The provisions of this clause do not apply to casual employees.
- 42.3** At the completion of the jury service an employee must provide the Company with evidence of attendance and the receipt for payment received from the court.

43. PARENTAL LEAVE

- 43.1** Subject to the terms of this clause cabin crew are entitled to maternity, paternity and adoption leave in connection with the birth or adoption of a child.

43.2 Definitions

For the purposes of this clause:

43.2.1 child means:

- a) for the purposes of clauses 43.6 and 43.7 only a child of the employee or the employee's spouse under the age of one year;
- b) for the purposes of clause 43.8 only, a person under the age of five years who is placed with the employee for the purposes of adoption. This does not include a child or step-child of the

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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.

43.2.2 **spouse** includes a de facto or a former spouse, or a former de facto spouse.

43.2.3 **parental** leave means maternity, paternity and adoption leave.

43.3 Basic entitlement

43.3.1 Other than elsewhere provided in this clause, parents are entitled to take parental leave on a shared basis in relation to the birth or adoption of their child.

43.3.2 For female cabin crew, maternity leave may be taken and for male cabin crew, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

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

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

43.3.4 Parental leave may only be taken by the employee in order for that employee to be the primary care-giver of the child.

43.4 Return to work after parental leave

43.4.1 An employee will notify of his or her intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

43.4.2 Upon completion of the leave the employee must be returned to his/her former position as an employee, subject to him/her being medically fit for employment in the capacity of employee.

43.5 Parental leave and other leave entitlements

An employee may take, in lieu of or in addition to parental leave, any other paid entitlements which he or she has accrued, such as annual leave or long service leave.

43.6 Maternity Leave

43.6.1 Maternity leave is available to permanent full and part time cabin crew with twelve months or more service at the point of commencing maternity leave.

43.6.2 Part time cabin crew will have access to the same period of leave as full time cabin crew, but with pro rata benefits.

43.6.3 A medical certificate issued by a medical practitioner must accompany an application for maternity leave. This certificate must indicate the expected confinement date. The application must also be accompanied by a statutory declaration as to the first and last days of associated paid leave, any paternity leave being taken, that the employee intends to be the primary caregiver for the child and that she will not engage in any conduct inconsistent with her contract of employment while on maternity leave.

43.6.4 Requirement to Cease Flying

- a) An employee may commence maternity leave at any stage of her pregnancy, provided that when becoming pregnant, an employee must cease flying no later than either:

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- after completing a total of sixteen weeks flying or 300 cabin crew block hours, whichever policy is in place from time to time, as either a flying or reserve line holder, from the date of conception; or
- no later than the 26th week of pregnancy.

whichever comes first, provided that the Company may waive this requirement, following consultation with the Association regarding its continued relevance having regard to medical evidence.

43.6.5 Ground Duties

Subject to the provisions of the Workplace Relations Act,

- a) An employee who under clause 43.6.4(a), is required to cease flying, will either commence maternity leave or may apply to the Company to undertake ground duties for the period between when the employee is required to cease flying and four weeks prior to the expected date of confinement, in lieu of taking maternity leave for all or part of this period.
- b) An employee must provide at least 4 calendar weeks notice of a request for ground duties. A request for ground duties will come into effect on the later of four weeks from the lodgement of the request or the date nominated by the employee.
- c) Where an employee requests that ground duties be provided the Company will make reasonable efforts to identify ground duties which the Company requires to be performed, which are within the skills and competence of the employee and which provide a full time ground role for full time cabin crew and a ground role for part time cabin crew of between nineteen and twenty four hours per week (ground hours).
- d) Where with the required notice an employee has requested ground duties for a period of eight or more weeks, and the Company is unable to meet that request in full or in part, the employee will be paid for the lesser of eight weeks or the difference between 8 weeks and the period of ground duties provided. The Company will not be required to make any payment under this provision where an employee declines all or some of the ground duties offered within the period covered by the employee's request.

43.6.6 Period of Maternity Leave

- a) Once commenced, maternity leave will continue until at least 6 weeks after the birth of the child and will end no later than 104 weeks after the birth of the child. The return to work may be subject to the employee providing a medical certificate stating that she is fit to work on her normal duties.
- b) If the pregnancy is terminated for any reason the employee shall return to duty in accordance with the provisions of the Workplace Relations Act.
- c) Of the period of maternity leave taken under this clause, the 4 weeks of leave immediately prior to the expected confinement date and the six weeks immediately after the expected confinement date will be paid leave.

43.6.7 Rate of Payment for Maternity Leave, Ground Duties and Payment in Lieu of Ground Duties

- a) The rate of pay for the period of paid maternity leave will be the employee's base hourly rate of pay with a credit per calendar day of leave of the Divisor divided by 56. Allowances will not be paid.
- b) Ground duties, or payment in lieu of ground duties made in accordance with this clause will be paid in accordance with clause 25.5, at a maximum of eight working hours per day unless overtime is directed and authorised, provided that:

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- Where ground duties are undertaken, the rate of pay for ground duties will be the higher of this amount or the rate which otherwise applies under the applicable industrial instrument for the ground role concerned.
- c) Where an employee receives payment in lieu of ground duties in accordance with clause 43.6.5(d), payment will be based on:
- In the case of a full time employee, 38 ground hours per week;
 - In the case of a part time employee, 19 ground hours per week;
- paid in accordance with clause 25.5.

43.7 Paternity leave

43.7.1 Period of paternity leave

After 12 months continuous service, an employee is entitled to take up to 52 weeks paternity leave in association with the birth of the child, which may be taken in one or two periods. An employee may apply for a further period of up to 52 weeks of paternity leave which may be approved subject to operational requirements.

43.7.2 Notice requirements for paternity leave

- a) A male employee must, at least ten weeks prior to each proposed period of leave, provide the Company with:
- (i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant, and the expected date of birth, or the date on which the birth took place;
 - (ii) a statutory declaration which:
 - states that the employee will take that period of paternity leave to become the primary care-giver of a child; and
 - gives particulars of any period of maternity leave sought or taken by his spouse; and
 - states that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
 - (iii) written notice of the dates on which the employee proposes to start and finish the period of leave.
- b) An employee is not in breach of this clause because he fails to give the required notice for any of the following reasons:
- (i) the birth occurs earlier than the expected date; or
 - (ii) the mother of the child dies; or
 - (iii) other compelling circumstances.

43.7.3 Paid paternity leave may be available to the extent prescribed under company policy as varied from time to time.

43.8 Adoption leave

43.8.1 Period of adoption leave

After 12 months continuous service, an employee is entitled to take adoption leave, which may be taken in one or two periods.

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43.8.2 Notice requirements for adoption leave

- a) Before taking adoption leave, an employee must provide the Company with:
- (i) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes or a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
 - (ii) in relation to any proposed period of adoption leave, a statutory declaration stating:
 - the employee is seeking adoption leave to become the primary care-giver of the child;
 - particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.
- b) If an employee receives notice of approval of adoption, or, in the case of relative adoption, decides to take a child into custody pending an application for an adoption order, if the employee intends to take adoption leave, the employee must:
- (i) upon receiving the approval or making the decision, notify the Company of the approval or decision; and
 - (ii) within two months of the approval or decision, notify the Company of the period or periods of adoption leave the employee proposes to take.
- c) If an employee intends to take adoption leave, as soon as the employee is aware of the expected date of placement of a child for adoption purposes, but no less than 14 days before the placement, the employee must give written notice to the Company of the date of placement, and of the date of the commencement of any period of adoption leave to be taken at the time of placement of the child.
- d) At least ten weeks before the proposed date of commencement of any period of adoption leave other than leave at the time of placement of the child, the employee must give written notice to the Company of the date of commencement of the period of leave and the period of leave to be taken.
- e) If, before commencing employment, an employee receives approval for adoption purposes, the employee must, upon commencing employment, notify the Company of the approval and the period or periods of adoption leave which the employee proposes to take.
- f) An employee is not in breach of this paragraph because the employee fails to give the required period of notice for one of the following reasons:
- (i) an adoption agency requires the employee to accept an earlier or later placement of the child; or
 - (ii) the employee's spouse dies; or
 - (iii) any other compelling circumstance.

43.8.3 Special adoption leave

- a) The Company must grant any employee who is seeking to adopt a child up to two days unpaid leave to allow the employee to attend any compulsory interviews or examinations as part of the adoption procedure.

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- b) The Company can require the employee to take any paid leave available to the employee in lieu of special leave.

43.8.4 Paid adoption leave may be available to the extent prescribed under company policy as varied from time to time.

43.9 Accrual of Service Benefits

Effect of parental leave on employment

- (a) With the exception of clause 43.9 (b) and (c), an absence on parental leave may not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.
- (b) Any periods of ground duties or paid leave count as service for all purposes of this Agreement.
- (c) All other periods of parental leave will count as service for the purposes of seniority and incremental progression but not otherwise.
- (d) parental leave does not break continuity of employment

44. INTERNMENT

44.1 The following conditions apply to an employee who is posted missing or interned whilst on Company service as a result of hostile action by a foreign nation or non-state actor, whether war is declared or not:

44.1.1 If interned, his or her pay continues during the period of internment;

44.1.2 If posted missing, his or her pay continues until such time as his or her whereabouts are established, but not beyond two years from the time he or she is posted missing, provided that the Company must consider sympathetically continuing payment of pay, or part thereof, beyond two years where the employee's dependants would otherwise be adversely affected, and provided further that if he or she is subsequently discovered to have been interned his or her pay must continue to be paid in accordance with clause 44.1.1 above;

44.1.3 Pay ceases when death is established or legally presumed and in these circumstances the relevant provisions of clause 45 applies.

44.2 Where an employee is entitled to pay in accordance with clause 44.1 above, it must be paid to such person as is nominated by him or her, and failing such nomination, it will at the Company's discretion be paid either to a dependent next-of-kin selected by the Company or held by the Company on the employee's behalf.

45. INSURANCE COVER IN HOSTILE AND/OR WARLIKE CIRCUMSTANCES

45.1 No assignment

An employee may be awarded, but not assigned, a pattern or patterns into a hostile and/or warlike area. Where a pattern has already been allocated to an employee and it is subsequently determined as being into a hostile and/or warlike area, the employee may elect not to perform the pattern or part of the pattern so affected, in which case he or she must be removed from the pattern in accordance with clause 31.1.4 and is pay protected in accordance with clause 32.12.3.

45.2 Military charter flights

45.2.1 Should the Company operate military charter flights into and/or out of areas in which hostile and/or warlike activities may reasonably be said to exist, it is open to the Association to raise the question of extending the provisions of clause 45.2.2 below to such charter flights.

45.2.2 An employee who operates military charter flights must, in addition to any other benefits to which the employee is entitled under this Agreement, be insured by the Company against death for an amount of \$275,519. This benefit is payable in the event of the employees death whilst flying into or out of any warlike area, if death results from any of the acts referred to in Clause 45.3.1 below.

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45.3 Loss of Life

45.3.1 Should an employee lose his or her life at any time during a trip (whether death arises out of or in the course of the employee's employment, or whilst the employee is based, slipping or travelling overseas in the course of the employee's employment) and such death results from hostile or warlike operations including:

- Acts of war, whether declared or undeclared;
- Warlike acts in the course of civil war, or armed civil insurrection;
- Deliberate attacks on aircraft by units of armed forces (including shooting or forcing down in times of peace);
- Acts of sabotage;
- Hijacking;
- Taking of hostages.

The Company must provide the following to the employee's estate as soon as possible after death is established:

- a) A guarantee to make up any differences by which the sum of death payment due to an employee is attributable to the company's contributions under the staff superannuation plan, plus the amount payable on death under the company's personal accident insurance scheme falls short of the amount of \$351,436
- b) Where an employee has a dependant partner he or she is entitled to an additional \$35,254
- c) Where an employee has children under the age of seventeen years, including any children conceived but not yet born, he or she must be paid an additional \$8,825 per child
- d) An indemnity to a maximum of \$187,990 in respect of personal insurance policies taken out by an employee, which contain exclusions of death by injury resulting from the circumstances, set out in this clause.

45.3.2 An employee who operates flights not being military charter flights into and/or out of areas in which hostile and/or warlike activities may reasonably be said to exist, must, in addition to any other benefits to which the employee is entitled under clause 45.3.1 above be insured by the Company against death for an amount of \$155,000. This benefit is payable in the event the employee's death whilst flying into or out of any such area, or whilst on the ground within a reasonable area of the transit or slip port, if death results from any of the acts referred to in clause 45.3.1 above.

45.4 Injury

Where an employee is injured in circumstances set out in clause 45.3 above and such injury results in he or she being unable to carry out normal flight duties, then:

- 45.4.1 He or she must receive his or her normal rate of pay which includes any payments made under Workers' Compensation.
- 45.4.2 Payments pursuant to clause 45.4.1 above commence from the date of injury, and continue until the employee is declared fit to resume flying duties.
- 45.4.3 During the employee's absence from normal flight duty, the Company must endeavour to provide an acceptable ground job, provided that he or she is declared fit by the Qantas Medical Centre to perform such duty. In this event, the employee's pay is no less than as provided in clause 45.4.1 above.
- 45.4.4 In the event the employee is declared totally and permanently unfit to continue normal in-flight duties or alternative employment as per clause 45.4.3 above, the certification of which will be by reference to an independent medical practitioner experienced in the aviation industry, then the Company must continue to

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make payments so that the employee's income is no less than clause 45.4.1 above, until his or her normal retirement date.

45.4.5 However:

- a) the employee may elect at any time, subject to the Company's agreement to commute payments under this sub-clause to a lump sum payment;
- b) where a lump sum payment is made at Workers' Compensation, then the payments under this sub-clause are commuted to a lump sum;
- c) payments are reviewed after two years to determine whether a lump sum payment is more appropriate;

45.4.6 All references in this clause to injury extend to include injuries of a physical and psychological nature and diseases as prescribed under the relevant State Workers' Compensation Act.

45.4.7 The Company's liability under this Agreement to guarantee the income of an employee ceases where the employee, in an action claiming damages, obtains judgement against the Company at Common Law and such judgement includes an amount being compensation for loss of wages.

45.4.8 Where the employee obtains judgement for damages against the Company at Common Law for the injury out of which the Company's liability arose, and such damages include an amount calculated to compensate the employee for loss of wages, the Company may claim repayment of any amounts paid under this Agreement and included in the judgement at Common Law.

45.4.9 Any fraud on the employee's part and any deliberate concealment or deliberate mis-statement on his or her part of a material fact in connection with the making or continuation of any claim under this policy, immediately disqualifies the employee concerned from the participation in the policy and any rights to payments thereunder is forfeited.

46. IN-FLIGHT VIOLENCE INSURANCE

The Company must provide an insurance policy, which gives employees a guarantee of income where an employee receives a bodily injury arising out of the course of his or her employment, which can be directly attributed to an unprovoked, aggressive assault by a passenger during a tour of duty, (or otherwise as agreed by the Company in consultation with the Association) and is subsequently unable to carry out normal flight duties as a result of that bodily injury and/or illness. In these circumstances:

46.1 Normal rate of pay

He or she must receive his or her normal rate of pay which includes any payments made under Workers' Compensation.

46.2 Commencement of payments

Payments pursuant to clause 46.1 above commence from the date of injury, and continue until the employee is declared fit to resume flying duties.

46.3 Acceptable ground job

During the employee's absence from normal flight duty, the Company must endeavour to provide an acceptable ground job, provided that he or she is declared fit by the Qantas Medical Centre to perform such duty. In this event, the employee's pay is no less than as provided in clause 46.1 above.

46.4 Totally and permanently unfit

In the event the employee is declared totally and permanently unfit to continue normal in-flight duties or alternative employment, under clause 46.3 above, the certification of which must be by reference to an independent medical practitioner experienced in aviation medicine, then the Company must continue to

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make payment so that the employee's salary is no less than as provided in clause 46.1 above, until his or her normal retirement age.

46.5 Lump sum payments

However:

- 46.5.1 the employee may elect at any time, subject to the Company's agreement to commute payments under this clause to a lump sum payment;
- 46.5.2 where a lump sum payment is made at Workers' Compensation, then the payments under this clause are commuted to a lump sum;
- 46.5.3 payments are reviewed after a period of two years to determine whether a lump sum payment is more appropriate;

46.6 Physical and psychological injuries

All references in this clause to injury extend to include injuries of a physical and psychological nature and diseases as prescribed under the NSW Workers' Compensation Act.

46.7 Judgements at common law

- 46.7.1 The Company's liability under this Agreement to guarantee the income of an employee, ceases where the employee, in an action claiming damages for assault, obtains judgement at common law against the Company and such judgement includes an amount being compensation for loss of wages.
- 46.7.2 Where the employee obtains judgement for damages against the Company at common law for the assault out of which the Company's liability arose, and such damages include an amount calculated to compensate the employee for loss of wages, the Company may claim repayment of any amounts paid under this Agreement and included in the judgement at Common Law.

46.8 Fraud

Any fraud on the employee's part and any deliberate concealment or deliberate mis-statement on his or her part of a material fact in connection with the making or continuation of any claim under this policy, immediately disqualifies the employee concerned from his or her participation in the policy and any rights to payments thereunder are forfeited.

47. PERSONAL ACCIDENT INSURANCE

An employee unfit for duty as a result of an illness or injury for which payment is to be made under the Company's Personal Accident Insurance Scheme must be paid at the rate per duty hour credit prescribed for his or her years of service and category for the duty hour credits accrued for the period of absence as a result of such illness or injury and any remaining pay protected hours resulting from such absence in accordance with the provisions of the work rules contained within this Agreement as though he or she were absent from duty on approved personal leave

48. SENIORITY

48.1 General

48.1.1 Seniority determined by length of service

The seniority of an employee is determined by the length of the employee's continuous service as an employee with the Company.

48.1.2 Commencement of seniority

Seniority commences accruing from the employee's first day in the training school.

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48.1.3 Seniority for training school employees

The relative seniority of employees who commence at the Company's training school on the same date is determined as follows:

- a) If an employee has had previous continuous service with the Company immediately prior to the date of commencement at the training school, that employee is considered to have seniority over employees who commence at the training school on the same day.
- b) If more than one employee has had previous continuous service with the Company immediately prior to the date of commencement at the training school, seniority between those employees is determined by the length of continuous service each has had with the Company and the longer employed is the more senior, and those employees must, in order of length of service with the Company, have seniority over other employees who commence at the training school on the same day.
- c) The seniority of employees who have not had previous continuous service with the Company or who have had identical periods of previous continuous service with the Company is determined by a process determined by the Company in consultation with the Association from time to time.

48.1.4 Non flying duties

- a) Except as provided in clauses 48.1.4(b) and 48.1.4 (c) below, an employee performing non flying duties ceases to accrue seniority during the performance of those duties.
- b) The Company may determine in consultation with the Association that an employee may perform non flying duties and retain and continue to accrue seniority, in whole or in part. Such agreement must be in writing and entered into prior to the employee performing the non flying duties.
- c) An employee temporarily transferred to non flying duties as a result of personal illness continues to accrue seniority, whether or not he or she maintains the authority to operate for his or her status, until the employee is able to return to flying duties, or until the date of the employee's termination for medical reasons.

Where any employee is temporarily transferred in accordance with this sub-paragraph, the Company must, prior to the employee's transfer, forward to the Association, a letter setting out the terms of the temporary transfer and place a copy of that letter on the employee's personal file.

48.1.5 Termination of employment and/or redeployment

Except as otherwise determined by the Company in consultation with the Association, seniority ceases either from the termination of an employee's employment with the Company or from the date he or she accepts a permanent position with the Company other than as an employee.

48.1.6 Re-employment by Company

Except as provided in clause 48.1.7 below, an employee having lost seniority as a result of termination or permanent employment other than as an employee, must if re-employed by the Company as an employee, commence to accrue seniority from the date of such re-employment.

48.1.7 Reinstatement or re-employment following appeal

Where an employee is reinstated or re-employed following a successful appeal against dismissal, his or her name must, unless the Australian Industrial Relations Commission directs otherwise; be returned to the employee integrated seniority list without loss of seniority.

48.1.8 Disputes concerning application of rules

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Any dispute as to the application of the above rules must be submitted to the Seniority Disputes Committee.

48.2 Flight Attendant integrated seniority list

48.2.1 Contents

The Company must compile a Flight Attendant Integrated Seniority List which contains the staff number, seniority number, classification and commencement date in the training school of each employee in order of seniority.

48.2.2 Name must be added

An employee's name and other relevant details must be added to the Flight Attendant Integrated Seniority List by the Company as soon as practicable after his or her commencement date in the training school.

48.2.3 Available for inspection

The Flight Attendant Integrated Seniority List must be made available by the Company at each Cabin Crew Base for inspection by any employee or the Association at any time.

48.2.4 Publication

The Company must, on 1 July of each year, publish a complete updated Flight Attendant Integrated Seniority List showing the names of all employees in order of seniority.

48.2.5 Objections

- a) An employee who has any objection based upon any alleged error or omission in the Flight Attendant Integrated Seniority List must lodge his or her objection in writing with the Seniority Disputes Committee not later than sixty days after the publication of the annual Flight Attendant Integrated Seniority List. For the purposes of this clause, employee includes the Association.
- b) Any objection lodged under clause 48.2.5(a) above, will be promulgated as soon as possible for the information of all employees.
- c) Any error or omission in the Flight Attendant Integrated Seniority List which is not objected to in the timeframe in clause 48.2.5 (a), shall not subsequently be the subject of any objection in any later annual listing except for typographical and clerical errors, which may be corrected at any time.
- d) Where the Seniority Disputes Committee upholds an objection lodged under this Clause, the Company will publish a revised flight attendant integrated seniority list.

48.3 Seniority disputes committee

48.3.1 Composition

The Seniority Disputes Committee comprises four members, two nominated by the Company and two employee representatives nominated in consultation with the Association.

48.3.2 Powers

The Seniority Disputes Committee has the power to adjudicate upon any matter arising under this clause. The Seniority Disputes Committee must reach a unanimous decision, which is final and binding on all parties and with no appeal.

48.3.3 Failure to reach unanimous decision

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Where the Seniority Disputes Committee fails to reach a unanimous decision, the matter may be referred by a member of the Seniority Disputes Committee to the Australian Industrial Relations Commission in accordance with the Disputes Procedure in Part A. Any decisions of the Australian Industrial Relations Commission are final and binding on all parties, with no appeal.

49. OPERATING SHORT OUT OF AUSTRALIAN BASES

Any variation to the planned crew complement for flights originating at an Australian port which is a Long Haul Cabin Crew base may occur after consultation with the Association.

The employee will be replaced as soon as practicable at an upline port, taking into account the pattern concerned and employee availability.

The Company will advise the Customer Service Manager of the results of consultation with the Association and any necessary service adjustments as a result of the reduced crew complement.

50. WORK POSITION ALLOCATION

50.1 Positions with pre-determined Work Positions

Positions with pre-determined Work Positions are :

- Customer Service Manager
- Customer Service Supervisor

50.2 Language Speakers/Japan-based Employees

50.2.1 Employees allocated trips as Language Speakers (through the bid run) will be automatically allocated specific work positions based on the principles outlined below. Please note that the specific work positions may vary depending on aircraft type and configuration.

- 1st Speaker Economy Cabin
- 2nd Speaker Economy Cabin
- 3rd Speaker Business Class Cabin
- 4th Speaker Business Class Cabin

50.2.2 Designated language speakers may be allocated to any Economy Class work position except for the galley position(s) and Barplus primary position(s). In the absence of a "designated" language speaker(s), the Customer Service Manager will follow the allocation of work position process as outlined in this clause for all employees. However, the Customer Service Manager may approach any Employee with a language skill that matches the pattern/sector requirements to undertake the duties of the designated language speaker and may adjust their allocated position accordingly.

50.3 First and Business Class Employees

50.3.1 Employees determine their specific work positions within their allocated class and inform the Customer Service Manager.

50.3.2 Employees may swap positions within their allocated class, by mutual agreement and approval from the Customer Service Manager.

50.4 General Competency Assessment

50.4.1 Customer Service Manager identifies and then allocates any Employee undertaking competency training to a position they have not yet worked.

50.4.2 A competency assessment for these Employees will be undertaken in one work position per trip.

50.5 Crew Operating Out of Category

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50.5.1 If the Customer Service Manager position is vacant, the Customer Service Supervisor originally planned on the trip should be assigned the position.

50.5.2 The Customer Service Manager will fill all other vacancies on the day.

50.6 BarPlus (Primary Positions Only)

50.6.1 The position(s) will be allocated through the Economy Class process outlined in clause 50.7 below. Employees who have not operating in a Barplus primary sellers position in the previous three months; any such Employee will then be automatically allocated to a Barplus primary position.

50.6.2 If there are more employees on the pattern who are required to be allocated to a Barplus primary position than there are positions i.e. two on a B747 and one on a B67, then the positions will be allocated to those who worked in a Barplus position the longest time ago.

50.6.3 Where all the Employees on a pattern have worked in a Barplus primary position in the immediately preceding 3 months, then the positions will be offered to volunteers, or in the absence of volunteers, allocated as Y/C positions in accordance with clause 50.7 below.

50.7 Economy Class Work Positions

Remaining Economy Class work positions will be offered in seniority order; working from the most senior allocated Employee through to the most junior role.

This process will include the Barplus primary position if unallocated in clause 50.6.

50.8 General Principles

50.8.1 A flying line holder planned on a trip will not be displaced from their category to work in a lower category by any crew member called from standby or allocated in an open time vacancy, regardless of category eg. A Customer Service Manager or Customer Service Supervisor called from standby will not displace the planned Customer Service Manager or Customer Service Supervisor.

50.8.2 These work position allocation guidelines are applicable to all aircraft types and configurations.

50.8.3 Work positions allocated ex-home base should (where possible) be maintained for the entire pattern.

50.8.4 Employees may choose to swap positions with their allocated class, by mutual agreement and approval from the Customer Service Manager.

50.8.5 Where allocating positions, the Customer Service Manager should consider the relevant experience of crew and the impact of the inflight product and may override any pre-allocated work position or the decision of a self directed team.

50.8.6 Flight attendants need to maintain competencies within the skills of their category.

50.9 Consultation

Following consultation with the Association, this current process for work position allocation may be changed to meet changing operational and business needs.

51. SWAP COURSES

In principle, swap courses for Employees will be available in equal numbers to allow Employees to transfer between a classification under EBA 8 and a classification under the Flight Attendants' Association of Australia – Short Haul Division (Qantas Airways Limited) Enterprise Agreement 7 Consolidated (or their successor) each financial year. The timing and sequencing of the swap courses will be determined by the Company.

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The appropriate salary point for an employee will be the corresponding salary rate under the relevant agreement that the employee is transferring to (as described above), calculated inclusive of shift penalties.

Where there is no corresponding salary point, the employee will move to the salary point immediately above the rate applicable to the employee prior to the transfer. The date of commencement in a classification under the agreement described above will be used as the base for any future salary increments.

Where, upon a transfer, a Customer Service Manager, or a Customer Service Supervisor transfers down to a Flight Attendant position, the salary rate applicable will be the Flight Attendant scale at the annual increment relevant to his/her years of service as an employee under either agreement described above.

Where an employee engaged under the terms and conditions of Part 1 of this Agreement transfers to a classification under the Flight Attendants' Association of Australia – Short Haul Division (Qantas Airways Limited) Enterprise Agreement 7 Consolidated (or its successor), and is replaced by an transferring employee from that agreement, the terms of Part 1 of this Agreement shall apply to the incoming employee, such that a genuine 1:1 swap occurs, subject to the incoming employee being employed by Qantas Airways Limited continuously since at least 17 December 2007.

52. INFLIGHT PROCEDURES COMMITTEE

- 52.1** It is agreed that the inflight service provided by employees is a matter determined by the Company, subject to compliance with this Agreement and legislation. However, it is appropriate that the provision of any service be properly examined prior to implementation.
- 52.2** To facilitate the proper introduction of inflight service changes, a joint committee shall continue in the following terms:
- 52.2.1 An Inflight Procedures Committee will comprise of equal representatives of the Company and the Association.
- 52.2.2 A Company nominated representative will chair the Committee.
- 52.2.3 The Committee will meet on a regular basis at intervals agreed between the parties.
- 52.2.4 The parties will discuss aspects of inflight service as it relates to the delivery of that service through the Committee.

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APPENDIX 1 RATES OF PAY

This Schedule shall apply to employees employed by Qantas Airways Limited and covered by Part 1 of this Agreement.

Note all references in this Attachment to pay dates mean the first full pay period on or after that date.

These rates include compensation for shift, public holiday and annual leave loading.

TABLE 1: BASE PAY RATES

		Previous Rate	18-Dec-07	18-Dec-08	18-Dec-09	18-Dec-10	18-Dec-11
Trainee	(weekly)	506.96	522.17	537.83	553.97	570.59	587.71
FA 1	(hourly)	\$ 34.00	\$ 35.02	\$ 36.07	\$ 37.15	\$ 38.27	\$ 39.42
FA 2	(hourly)	\$ 35.78	\$ 36.85	\$ 37.96	\$ 39.10	\$ 40.27	\$ 41.48
FA 3	(hourly)	\$ 37.55	\$ 38.68	\$ 39.84	\$ 41.03	\$ 42.26	\$ 43.53
FA 4	(hourly)	\$ 38.68	\$ 39.84	\$ 41.04	\$ 42.27	\$ 43.53	\$ 44.84
FA 5	(hourly)	\$ 39.84	\$ 41.04	\$ 42.27	\$ 43.53	\$ 44.84	\$ 46.19
FA 6	(hourly)	\$ 41.02	\$ 42.25	\$ 43.52	\$ 44.82	\$ 46.17	\$ 47.55
FA 7	(hourly)	\$ 42.24	\$ 43.51	\$ 44.81	\$ 46.16	\$ 47.54	\$ 48.97
FA 8	(hourly)	\$ 43.52	\$ 44.83	\$ 46.17	\$ 47.56	\$ 48.98	\$ 50.45
CSS 1	(hourly)	\$ 50.15	\$ 51.65	\$ 53.20	\$ 54.80	\$ 56.44	\$ 58.14
CSS 2	(hourly)	\$ 51.70	\$ 53.25	\$ 54.85	\$ 56.49	\$ 58.19	\$ 59.93
CSS 3	(hourly)	\$ 53.23	\$ 54.83	\$ 56.47	\$ 58.17	\$ 59.91	\$ 61.71
CSM 1	(hourly)	\$ 60.75	\$ 62.57	\$ 64.45	\$ 66.38	\$ 68.37	\$ 70.43
CSM 2	(hourly)	\$ 62.55	\$ 64.43	\$ 66.36	\$ 68.35	\$ 70.40	\$ 72.51

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TABLE 2: PAYMENTS UNDER CLAUSE 12.2.3

		Previous Rate	18-Dec-07	18-Dec-08	18-Dec-09	18-Dec-10	18-Dec-11
FA 1	(hourly)	\$ 47.75	\$ 49.18	\$ 50.66	\$ 52.18	\$ 53.74	\$ 55.36
FA 2	(hourly)	\$ 48.72	\$ 50.18	\$ 51.69	\$ 53.24	\$ 54.83	\$ 56.48
FA 3	(hourly)	\$ 49.69	\$ 51.18	\$ 52.72	\$ 54.30	\$ 55.93	\$ 57.60
FA 4	(hourly)	\$ 50.25	\$ 51.76	\$ 53.31	\$ 54.91	\$ 56.56	\$ 58.25
FA 5	(hourly)	\$ 50.86	\$ 52.39	\$ 53.96	\$ 55.58	\$ 57.24	\$ 58.96
FA 6	(hourly)	\$ 51.47	\$ 53.01	\$ 54.60	\$ 56.24	\$ 57.93	\$ 59.67
FA 7	(hourly)	\$ 52.04	\$ 53.60	\$ 55.21	\$ 56.87	\$ 58.57	\$ 60.33
FA 8	(hourly)	\$ 52.65	\$ 54.23	\$ 55.86	\$ 57.53	\$ 59.26	\$ 61.04
CSS 1	(hourly)	\$ 56.76	\$ 58.46	\$ 60.22	\$ 62.02	\$ 63.88	\$ 65.80
CSS 2	(hourly)	\$ 57.50	\$ 59.23	\$ 61.00	\$ 62.83	\$ 64.72	\$ 66.66
CSS 3	(hourly)	\$ 58.28	\$ 60.03	\$ 61.83	\$ 63.68	\$ 65.59	\$ 67.56
CSM 1	(hourly)	\$ 62.50	\$ 64.38	\$ 66.31	\$ 68.30	\$ 70.34	\$ 72.45
CSM 2	(hourly)	\$ 63.40	\$ 65.30	\$ 67.26	\$ 69.28	\$ 71.36	\$ 73.50

TABLE 3 : A380 SALARY FOR PART 1 EMPLOYEES

	18-Dec-07	18-Dec-08	18-Dec-09	18-Dec-10	18-Dec-11
Flight Attendant Base	\$33,475	\$34,479	\$35,514	\$36,579	\$37,676
Flight Attendant Supplementary Payment	\$30,352	\$31,263	\$32,200	\$33,167	\$34,162
Flight Attendant Total Salary	\$63,827	\$65,742	\$67,714	\$69,746	\$71,838
Customer Service Supervisor Base	\$55,000	\$56,650	\$58,349	\$60,100	\$61,903
Customer Service Supervisor Supplementary Payment	\$18,053	\$18,595	\$19,153	\$19,727	\$20,319
Customer Service Supervisor Total Salary	\$73,053	\$75,245	\$77,502	\$79,827	\$82,222
Customer Service Manager Base	\$70,000	\$72,100	\$74,263	\$76,491	\$78,786
Customer Service Manager Supplementary Payment	\$13,984	\$14,403	\$14,835	\$15,280	\$15,739
Customer Service Manager Total Salary	\$83,984	\$86,503	\$89,098	\$91,771	\$94,525

PART 2 – QF CABIN CREW AUSTRALIA PTY LIMITED EMPLOYEES

1. APPLICATION OF THIS PART

The clauses contained in Part 2 of this Agreement apply to all employees of QF Cabin Crew Australia Pty Limited who are covered by this Agreement, and any employee employed by Qantas Airways Ltd, regardless of classification, who is deployed to the A380 fleet, subject to clause 7 of Part 1.

2. EMPLOYMENT AND DUTIES

- 2.1** Employees are employed on a full time basis, except as provided for under clause 25.4.3(Parental Leave) or unless engaged as casual employees.
- 2.2** An employee will be classified as either a Flight Attendant, a Customer Service Supervisor or a Customer Service Manager.
- 2.3** Employment under this agreement will be subject to a 6 month probation period from the date the employee commences operational flying duties.
- 2.4** The duties and responsibilities of the employee are set out in this agreement, any letter of offer, position description, policies and in other documents as published and varied by the Company from time to time. The employee will be provided with access to these documents and is required to be aware of the content of the documents so as to perform their duties. The employee must perform these and such other duties and responsibilities as may be required by the Company from time to time and are within the capabilities of the employee. The Company will provide the Association with copies of applicable policies and procedures and any relevant updates.
- 2.5** In the normal course of work, an employee will be required to perform shift-work or day-work or any combination thereof on each and any day of the week, including Saturdays, Sundays and Public Holidays. The employee must serve the Company in any part of the world where the Company may from time to time be operating.
- 2.6** The employee is required to be eligible to hold an Aviation Security Identity card and to maintain an up-to-date passport and visas as necessary to perform the employee's duties.
- 2.7** Although they do not form part of this agreement, the employee is required to comply at all times with the Company's policies as varied by the Company from time to time. This includes all published objectives, and standards and procedures.
- 2.8** The Company must, upon request, arrange an appointment for an employee to inspect his or her personal file and employment records. In the event that the performance of any employee is under review, a representative of the Association, with the written consent of the employee concerned, is entitled to inspect such file and records.

3. SALARY AND ASSOCIATED MATTERS

Salary Rates

- 3.1** The Cabin crew employee shall be paid the following annual salary on and from the first full pay period commencing after the dates specified in the table below, regardless of aircraft type operated on.
- 3.2** The 2007 salary rates increase by 3% annually, as set out in the table below:

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	18-Dec-07	18-Dec-08	18-Dec-09	18-Dec-10	18-Dec-11
Trainee FA	\$27,810	\$28,644	\$29,504	\$30,389	\$31,300
Flight Attendant	\$33,475	\$34,479	\$35,514	\$36,579	\$37,676
Customer Service Supervisor	\$55,000	\$56,650	\$58,350	\$60,100	\$61,903
Customer Service Manager	\$70,000	\$72,100	\$74,263	\$76,491	\$78,786

The same salary will apply for work undertaken in the first, business, premium economy and economy cabins.

The annual salary includes all payments and allowances other than those specified in clause 3.5, 3.7, and 3.11. The annual salary covers all allowances for grooming, uniform maintenance, language utilisation (where applicable), miscellaneous expenses and compensation for shift and public holiday loadings. Annual leave loading is also included in the annual salary.

3.3 The single time hourly rate for Cabin crew employee will be calculated using the following formula:

(Applicable annual salary ÷ 1560)

3.4 Additional Hourly Pay (AHP)

Additional hourly pay will be paid to the Cabin crew employee for each hour worked in excess of 240 hours in a 56 day roster period. The hourly rate of pay for those hours worked will be at single time, calculated as in Clause 3.3, prorated for time less than one hour.

3.5 Incidentals Allowance

An Incidentals Allowance will be paid to the Cabin crew employee when he or she is assigned to and commences flying as compensation for expenses incurred by them in the course of and arising out of their employment whilst travelling. This allowance will be paid per flight block hour operated at the rate of \$2.60 per hour. Adjustments to this amount will be calculated by the Company in March/April each year by comparing the latest movements in Australian Consumer Prices (CPI) against the pre-existing value of the Incidentals Allowance. Any increase to the allowance will be paid no later than from the first full pay period in May following the completion of the annual review.

3.6 Overtime

- a) When a Cabin crew employee's actual flight duty period exceeds 12 hours, an additional payment of one hour for each hour that the actual duty period exceeds 12 hours prorated for time less than one hour at the applicable rate of pay per hour will be paid as per Clause 3.3.
- b) When an employee's actual flight duty period exceeds fourteen hours, in addition to the payment above, an additional payment of 30 minutes for each hour that the actual flight duty period exceeds 14 hours, prorated for time less than one hour, at the applicable rate of pay per hour will be paid.

3.7 Ground And Training Duty Allowance

An employee who is required to deliver training on the ground or complete ground duties in a ground based role at the request of the Company will be paid an Allowance in accordance with Company policy.

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3.8 Salary Sacrifice

An employee, other than a casual 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 Company policies as varied or updated from time to time.

Any arrangements entered into between the employee and the Company must be recorded in writing and will be processed in accordance with the Company's policy and procedures as varied or updated from time to time.

3.9 Superannuation

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

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

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

3.10 Payment of Salary and Allowances

Salary will be paid on a fortnightly basis into the employee's nominated bank account.

Additional pay for higher duties, overtime, ground and training allowance and incidentals allowance described in clause 3 will be paid by the second pay date after the claims are received.

3.11 Higher Duties

Where an employee is required to operate in a higher category they will be paid the difference between their normal rate of pay and the rate of the higher category. This allowance is only paid where the employee is required to operate in a higher category for a minimum of one flight duty period.

The allowance will be paid as the differential between the base hourly rate plus any applicable overtime for the higher category minus the base hourly rate plus any applicable overtime for the normal category multiplied by the duty hours spent operating in the higher category.

4. GRIEVANCE PROCEDURE

This procedure can be used when an individual employee considers that he or she has been adversely affected because of a decision of the Company, excluding in the case of dismissal.

This procedure does not apply to a matter that is progressed under an alternative dispute prevention and settlement procedure contained in this Agreement.

4.1 Stage 1

- a) The employee must inform his or her Cabin Crew Manager. This may be done verbally and/or in writing setting out the grounds on which the complaint is based.
- b) The Cabin Crew Manager must provide a written response within seven days. If the response does not contain a decision, it must indicate approximately when a decision can be expected.

4.2 Stage 2

- a) If the employee is dissatisfied with the Cabin Crew Manager's response or decision, or a decision is not received within a reasonable timeframe, the employee is entitled within seven days of receiving the

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response or decision, or if no decision is received and a reasonable timeframe has elapsed, to make a written request to the next level of management to review the response or decision.

- b) The investigating Manager must arrange a conference of the parties within fourteen days of receiving the written request.
- c) The investigating Manager must provide a written response on the matter within seven days of the conference. If the response does not contain a decision, it must indicate approximately when a decision can be expected.

4.3 Stage 3

- a) If the employee is dissatisfied with the stage 2 review, or a decision is not received within a reasonable timeframe, the employee is entitled within seven days of receiving the response or decision, or if no decision is received and a reasonable timeframe has elapsed, to make a written request to the next level of management. The notice must be in writing outlining the grounds of the review request.
- b) The investigating manager must arrange a conference of the parties and must review the outcome of the stage 2 review as soon as possible after receiving the notice.
- c) The investigating Manager must respond to the employee with a decision in writing within 14 days of the completion of the conference.

4.4 General

- a) At every stage of the procedure, an employee may choose to be represented and accompanied by another employee employed by the Company or a representative of the Association. The employee may terminate any conference until such time as representation is available, provided that this does not unreasonably delay the grievance process.
- b) When a decision is made about the grievance, the decision must be advised to the employee in writing and the notice must also explain the reasons for the decision.

5. CASUAL EMPLOYMENT

5.1 Cabin Crew may be employed on a casual basis to meet the Company's unplanned operational requirements.

5.2 Casual employees must be paid per duty hour at the relevant hourly rate for the type of work performed, plus a 25 per cent loading.

5.3 For each duty period a casual employee is entitled to a minimum payment of three hours work.

5.4 The terms of this Agreement, excluding paid leave which is compensated for within the 25 per cent loading, apply to a casual employee on a pro rata basis unless specified otherwise.

6. CONTACTABILITY

6.1 General

It is a condition of employment that the Employee has a current telephone contact number and that telephone contact number must be lodged with Qantas and QCCA.

Any changes to an employee's address and/or phone number must be lodged immediately with the QCCA and with Qantas.

An employee may wish to leave an alternate contact number for a nominated period of time. The change of number should be lodged with Qantas and QCCA.

Employees may be contacted by the Qantas and QCCA at any time, excluding minimum rest periods. An employee should respond to telephone calls from Qantas and from QCCA and make contact with Qantas or QCCA as applicable as soon as a message is received.

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6.2 Contactability At Home Base

Employees must contact Qantas by 1700 hrs on the last day of any days off prior to an 'A' day or any other non-flying duty, for the assignment of a standby period or the possible assignment of a pattern or duty or notification of a change to a pattern or duty.

Duties will be assigned on 'A' days with not less than 8 hours notice. In the case of a reserve line holder, a duty may be assigned with less than 8 hours notice if the crew member has failed to contact Qantas or was not available for contact as required.

Employees must be contactable by Qantas and QCCA on any 'A' days and immediately during any standby periods.

6.3 Contactability Upline

Whilst away from base on duty (upline), employees wishing to leave the slip port for an extended period of time (8 hours or as otherwise determined by Qantas) should obtain permission from Qantas, such permission will be granted at the discretion of Qantas.

On return to the port the Employee must immediately inform Qantas and, if required, the operating Customer Service Manager (CSM) of their return.

When travelling away from the slip hotel, it is the individual Employee's responsibility to ensure they are properly rested, available for an alternative duty if required, and prepared for their next flight.

Whilst away from base on duty, employees must immediately respond to any message or contact from Qantas or QCCA and must be available for alternative duties after receiving the relevant minimum rest period.

7. ROSTER PERIODS AND HOURS

7.1 Roster periods will commence at 56-days duration however Qantas intends to move to 28-day roster periods. In the event that the roster period is moved to 28-days, the hours and days off associated with roster periods stated throughout this agreement will be halved. The Association will be consulted prior to the implementation of a 28-day roster period.

7.2 Planned duty hours will be up to 240 hours per 56-day roster period with the average line hours per roster period at approximately 220 hours.

7.3 The total hours of an employee's planned roster as allocated prior to the start of the bid period may not be changed by the Company except as a result of unplanned changes to an employee's allocated patterns after the commencement of the roster period, such as sick leave, pattern cancellation or change, upline disruption, operationally urgent requirements or at the request of the employee.

7.4 For the period of the A380 start-up, clause 7.3 may not apply. Flying lines may include periods of reserve and/or stand-by to ensure average line hours are maintained where possible.

7.5 A notional day for the calculation of Annual and Long Service Leave is the average line hours of 240 divided by 56. The line average may be affected by notional leave credits.

7.6 A notional day for the calculation of Personal Leave is the average line hours of 220 divided by 38.

7.7 Following consultation with the Association, reasonable special arrangements for roster periods and hours may be implemented to meet changing operational and business needs.

8. DUTY PERIOD LIMITATIONS

8.1 An employee's planned flight duty period begins at the required reporting time and ends 30 minutes after the planned arrival time on blocks of the last flight within the duty period.

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- 8.2** An employee's actual flight duty period begins at the actual reporting time or the Qantas/QCCA required reporting time, whichever is the later, and ends 30 minutes after the actual arrival time on blocks of the last flight within the duty period, or such later time as may be determined by the Qantas/QCCA.
- 8.3** For each planned hour of flight duty an employee accrues one duty hour credit, prorated for time less than one hour.
- 8.4** Duty Period Limitations will be as follows:

Duty Type	Planned	Unplanned
Non-flying	10:00hrs	
Standby*	12:00hrs	
Pure Operating – Multi Sector	14:00hrs	20:00hrs
Pure Operating – Single Sector	18:00hrs	20:00hrs
Operate to deadhead**	18:00hrs	20:00hrs
Deadhead to operate	14:00hrs	20:00hrs
Deadhead – Ground Duty – Deadhead***	14:00hrs	20:00hrs
Pure deadhead	24:00hrs	26:00hrs

* stand-by credits do not contribute to operating or deadheading duty hour period limitations

** provided that the operating sector doesn't exceed 14 hours

*** in the event that the employee's nominated ground duty is Emergency Procedures with an examination component, the employee will be positioned the day prior to the ground duty but may position to home base at the completion of the ground duty component.

- 8.5** On a case by case basis, the Planned and Unplanned limits may be extended by agreement between Qantas/QCCA and an Employee.
- 8.6** The Employee may be contacted by Qantas/QCCA at home or at any slip port and required not to sign-on until any disruption management decisions have been made. The period of time between the original sign-on time and the revised sign-on time will not be included in any duty hour limitation calculations.
- 8.7** Once the Employee has signed-on, the Planned Limit may be extended by the Qantas/QCCA for operational reasons as indicated under 'Unplanned' in the table in clause 8.4 above.
- 8.8** Following consultation with the Association, reasonable special arrangements for duty period limitations may be implemented to meet changing operational and business needs.

9. DEADHEAD DUTY

- 9.1** Deadhead sector/s may occur at any stage during a duty period.
- 9.2** A Flight Attendant deadheading on Qantas aircraft will be confirmed in Economy class and may be upgraded to Premium Economy or Business Class subject to space availability on the day. Customer Service Managers and Customer Service Supervisors will be confirmed in Economy Class and may be upgraded to the highest class available subject to space availability on the day.
- 9.3** An employee deadheading on other carriers will be booked in economy class and there will be no entitlement to upgrade.
- 9.4** Whilst deadheading, an employee may be required for operational purposes and must have their uniform available.

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10. REST PERIODS

10.1 Upline Rest

The minimum rest period within a pattern after a flight duty period will be:

Planned Duty Period	Minimum Planned Rest	Minimum Unplanned Rest
0 to 14 hours	12 hours	10 hours
> 14 hours	24 hours	18 hours

10.2 Home Base Rest

The minimum rest period at home base after completion of a pattern will be:

Duty Type	Planned	Unplanned
Non-flying	12:00hrs	10:00hrs
1-day pattern	12:00hrs	10:00hrs
2-day pattern	18:00hrs	15:00hrs
3-day pattern	20:00hrs	18:00hrs
4-day pattern	36:00hrs	24:00hrs
5 day or more	48:00hrs	36:00hrs

At home base, an employee will not be required to sign-off and subsequently sign-on on the same calendar day.

Rest periods at home base may include designated Days Off.

Where an employee is not able to complete the minimum home base rest to which the employee is entitled before the planned report time of their next pattern or duty, the Company will remove the employee from the pattern or duty.

An exception to this is where the employee advises the Company that the employee will fly the pattern or perform the duty to maintain their roster.

10.3 Rest breaks within operating flight duty periods

10.3.1 The Customer Service Manager will manage inflight rest breaks for operating cabin crew, taking into account operational requirements, service procedures and the requirement for crew to have rest. Rest may be taken in the air or on the ground.

10.3.2 As far as practicable, an employee should not work more than six hours from the commencement of an operating flight duty period without commencing a rest break of 20 minutes, such rest break to be included in the duty period. For every additional four hours of operating flight duty following the first six hours the employee should commence a further rest break of 20 minutes, such rest break to be included in the duty period.

10.3.3 The Company must provide adequate and suitable rest facilities in-flight and/or on ground for use by the employee during his/her rest breaks. Suitable in-flight rest facilities comprise curtained economy class seating.

10.3.4 On single sector flights where the operating flight duty period is planned in excess of 14 hours the in-flight rest facilities must comprise curtained bunks and curtained economy class seating. The number of bunks available must be determined with reference to the number of employees and the timing of periods of rest.

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10.4 Consultation

Following consultation with the Association, reasonable special arrangements for rest periods may be implemented to meet changing operational and business needs.

11. ALLOCATION OF WORK

- 11.1** Employees will be allocated rosters on a fair share basis upon introduction of a new Rostering System. The Company will consult the Association on the fair share parameters prior to the introduction of a new IT system.
- 11.2** Until the new system is introduced, rosters will be assigned to employees.
- 11.3** Employees will be designated as either a flying line holder or a reserve line holder. Reserve lines will be allocated to employees on a rotational basis. For the purposes of the allocation of reserve lines under this sub-clause, Part 1 and Part 2 cabin crew (except for those operating on the A380), will be treated as one group.
- 11.4** Flying Line and Reserve Line holders must fly each pattern he/she is allocated unless they are removed from the pattern by Qantas/QCCA or with the approval of Qantas/QCCA.

12. GROUND DUTY

- 12.1** Ground duties will normally be planned on an employee's roster or may be allocated to an employee on an available day(s).
- 12.2** A Ground Duty may be up to 10 hours duration from sign-on to sign-off and will not attract overtime payments.
- 12.3** Failure of Emergency Procedures Training

An employee who fails an emergency procedures check will accrue duty hour credits for the day on which the failure occurred. The employee will not accrue duty hour credits for the day which he/she resits the emergency procedures check.

The employee will be deemed unavailable and will be removed from any flying duties until a subsequent re-examination and pass can be achieved.

Qantas/QCCA will attempt to arrange an emergency procedure reassessment within 2 calendar days from the date of failure.

13. OPEN TIME

- 13.1** Patterns and ground duties which are not included in a flying line or any pattern or ground duty which becomes available, including for sick/carers leave reasons, becomes Open Time.
- 13.2** Open Time allocation will be determined by Qantas/QCCA on the day, taking into account an employee's projected hours for the roster period. Subject to 13.3, operations will determine which employee is assigned open time taking into consideration each employee's projected hours for the roster period.
- 13.3** Open Time will be allocated by Qantas/QCCA to a reserve line holder on an available day or a flying line holder on an available day.
- 13.4** For a flying line holder, on return from sick/carers leave Qantas/QCCA will aim to reassign an employee's duties within the timeframe of their original planned pattern plus any available days immediately following the completion of the pattern. However, Qantas/QCCA reserves the right to utilise any available day to commence a duty (either a flying duty, stand by duty or ground duty) to reclaim work lost after an employee has reported fit for duty, up to a maximum of 42 days, exclusive of leave, from the first day the employee is available for duties after returning from sick/carers leave. This may result in roster disruption.

Recovery that extends into the next roster period shall be limited to one recovered flying offset per recovery occasion. This limitation does not apply to non-flying duties (eg stand-by or ground duties).

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Any duty hours associated with work reclaimed under this sub-clause will not contribute to an employee's roster value for additional hourly pay as per clause 3.4 or planned roster period limitations as per clause 8.

- 13.5** If an employee loses duties through downtime disruption, pattern changes or cancellations, annual leave, long service leave or jury service, Qantas/QCCA may reassign an employee's duties.

14. RESERVE AND STAND-BY DUTIES

- 14.1** Standby duty may be assigned to a reserve and a flying line holder on available days.
- 14.2** During all standby periods, employees must be readily contactable by phone for a maximum period of 12 hours. Employees on any standby must be able to promptly depart for the airport, sign-on and be ready for departure. The normal minimum notice period from being contacted to departure on a scheduled flight will be 90 minutes; however, crew should make themselves available for sign-on as soon as possible after call-out.
- 14.3** Standby periods at home may be rostered for one (1) or more consecutive periods but may not exceed four (4) consecutive periods of standby. The total duration of such standby periods will not exceed twelve (12) continuous hours. Rest provisions will be applied at the end of each standby period.
- 14.4** The nominated sign-on time may be up to ninety (90) minutes after the planned termination time of the standby period. The elapsed time between the planned termination of the standby period and the sign-on time will accrue duty hour credits at the ratio of one (1) hour for each one (1) hour of elapsed time, pro-rated and for roster period calculations only.
- 14.5** Cabin Crew on standby accrue duty time at the rate of one (1) hour for every six (6) hours of standby time for roster period calculations only.
- 14.6** Following consultation with the Association, reasonable special arrangements for reserve and standby duties may be implemented to meet changing operational and business needs.

15. DAYS OFF

- 15.1** Employees will be entitled to 18 calendar days off at home base in each 56 day roster period.
- 15.2** A planned day off may be disrupted as a result of disruption and/or an employee being called for duty on an available day and/or a standby day and/or as a result of being on a reserve line.
- 15.3** Where an employee has a rostered day off infringed by Qantas/QCCA a substitute day off will be assigned on a day chosen at the discretion of Qantas/QCCA after considering any request from the employee. The assignment of substitute days off will be subject to operational requirements however where possible substitute days off will be assigned in the same bid period; the substitute day off will be assigned no later than the next bid period.
- 15.4** Rest periods at home base and days off may overlap.

16. TRANSPORT

- 16.1** Employees will be provided with free of charge transport between the airport and his or her home subject to meeting the criteria set out in this clause regarding both the circumstances of the duty (subclause 16.4) and the distance between the airport and the employee's home (subclause 16.5). An entitlement will only apply where the tests established in both subclauses 16.4 and 16.5 are met.
- 16.2** When an employee is eligible for Transport under this clause and such transport is booked by the crew member between 15 and 4 hours prior to the relevant duty and changes to the trip are made by the Company after such booking is made so that the crew member would normally no longer be entitled to transport, the crew member shall retain their transport entitlements.
- 16.3** Duty Eligibility

Commencement of a trip

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An employee receives the entitlement when the crew member commences a trip as follows:

- sign-on of 0700 hours LT or earlier;
- sign-on of 2100 hours LT or later;
- a long range sector (ex home base), i.e. single sector planned in excess of 14 hours operating flight duty; or
- when called from standby within three hours of departure.

Completion of a trip

An employee receives the entitlement when the employee completes a trip as follows:

- a one day trip and blocks plus 30 minutes gives an off duty time equal to or later than 2100 hours LT;
- a trip of more than one day and the last known estimated time of departure (in home base time), the flight plan time plus 10 minutes plus 30 minutes is added together to give a time:
 - (i) equal to or earlier than 0700 hours LT, or
 - (ii) equal to or later than 2100 hours LT;
- an arriving tour of duty in excess of 14 hours, irrespective of status, i.e. operating or deadheading;
- a long range sector, i.e. single sector planned in excess of 14 hours; or
- when called from standby within 90 minutes of departure for the departing flight ex home base.

Any employee who does not qualify for home transport as listed above and due to disruption completes a tour of duty between 2300 LT and 0500 LT is also eligible for home transport.

16.4 General

Where, in respect of long range sectors there is an entitlement on either the outbound or the inbound sector only, then home transport must be provided both ways. Where an estimated time of departure is changed, and the change would remove the entitlement to home transport, the following applies:

- If the change to the estimated time of departure is notified to the employee prior to the call in before the allocated duty, or the notification of the estimated time of departure change is made at the time the above-mentioned call in is made, then home transport is not provided.
- If the change to the estimated time of departure is notified after the employee has completed the call-in before the allocated duty, then home transport is still provided.

Where the estimated time of departure of an employee does not attract home transport is changed to a time that does entitle the employee to home transport, then such transport must be provided.

16.5 Transport boundaries are outlined in Schedule 1 to this Agreement.

16.6 Following consultation with the Association, reasonable special arrangements for transport may be implemented to meet changing operational and business needs.

17. UPLINE DISRUPTION MANAGEMENT

17.1 Once an employee has reported for duty, planned duties may be extended, other duties substituted or otherwise altered at the discretion of the Company for operational or other business reasons.

17.2 The Company may displace an employee from any duty and assign another duty.

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17.3 During all operational disruptions, employees must be readily contactable by Qantas/QCCA as required and be prepared for alternative duties.

17.4 The employee may be extended into additional days away from Home Base and or extended into Days Off.

18. UNIFORMS

18.1 Uniforms required by the Qantas/QCCA to be worn by an employee must be provided on an adequate scale by Qantas/QCCA and replaced from time to time as may be required as a result of fair wear and tear whilst on duty. The employee must wear the uniform at all times whilst on duty and must keep the uniform in good order and condition and must, at his or her own cost, replace the uniform if such replacement becomes necessary, otherwise than as a result of fair wear and tear. Uniforms remain the property of Qantas/QCCA at all times, and must be returned by the employee on termination of his or her employment.

18.2 Where Qantas/QCCA prescribes a particular type of overcoat and handbag, they must be provided by Qantas/QCCA. Female Employees must be provided with six pairs of panti-hose or three pairs of an agreed brand of supporting hose each two months. Employees must be issued with an overnight bag.

18.3 Uniforms must be laundered by Qantas/QCCA at the Qantas/QCCA expense.

18.4 When Qantas/QCCA proposes to change the style of the uniform or any item of the uniform or the handbag or the overnight bag, Qantas/QCCA must notify the Association of the intention to effect changes in sufficient time for the Association to consider such proposals, and such proposals must be given full consideration in the making of any changes

19. LANGUAGES

19.1 Employees employed with a Qantas/QCCA nominated language skill will be required to maintain their nominated language skill proficiency.

19.2 Employees employed with language skills may be rostered to meet customer requirements on patterns as determined by Qantas/QCCA. Qantas/QCCA may override the normal process for the allocation of work to ensure that a language speaker is allocated a full language line, appropriate to their language skills.

19.3 Payment for the utilisation and maintenance of language skills is included in applicable salary.

20. RELOCATION EXPENSES

20.1 An employee is entitled to receive payment from QCCA of all reasonable expenses incurred by them for the removal of their furniture and personal effects if required to relocate at the direction of QCCA from one base to another base for a period in excess of six months. This sub-clause applies whether the transfer is permanent or temporary, so long as the actual period of transfer (whether known at the time of initial transfer or not) exceeds six months.

20.2 The provisions of this clause do not apply when an employee requests to transfer to another base on a permanent or temporary basis.

21. ANNUAL LEAVE

21.1 An employee, other than a casual employee, is entitled to 42 consecutive days paid leave (inclusive of Saturdays, Sundays and public holidays) after each 12 months continuous service (less the period of annual leave). Such leave shall accrue each four weeks.

21.2 The leave prescribed in this clause must be given and taken on consecutive days unless the Company and the employee agree, in more than one period.

21.3 When on annual leave an employee will be paid the applicable rate of salary.

21.4 Annual leave must not be allowed to accumulate for more than two years, subject to the provisions of the Workplace Relations Act;

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21.5 The Company can direct leave to be taken subject to the Workplace Relations Act.

- (i) An employee's leave is subject to confirmation not later than eight weeks before the planned commencement date of such leave. An exception to this applies to an employee transferring to another base station who may be allocated another leave period within a minimum period of four weeks notice where the availability of leave periods at his or her new base station does not allow him/her to retain his or her original leave allocation. Accrued leave will be paid out on termination.

22. SICK LEAVE AND CARER'S LEAVE

22.1 Definitions

Household member means a person who resides full-time in the same domicile as the employee

immediate family includes:

- a spouse, including a former spouse, a de facto spouse and a former de facto spouse; and
- a child or adult child, including an adopted child, a step child or an ex nuptial child, of the employee or the employee's spouse; and
- a parent, grandparent, grandchild or sibling of the employee or the employee's spouse.

Registered health practitioner means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration or licensing of health practitioners (or health practitioners of that type).

22.2 Entitlement

An employee, except a casual employee, is entitled to paid sick leave or carers leave in the following circumstances:

- a) when the employee is absent from work due to personal injury or illness (sick leave);
- b) to provide care or support to a member of the employee's immediate family or a member of the employee's household, who requires care or support because of :
- a personal illness or injury of the member, or
 - an unexpected emergency affecting the member (carer's leave)

22.3 An employee, except a casual employee, is entitled to 10 days of sick/carers in the first year of employment and 15 days of sick/carers leave for each year thereafter. Five days will be allocated on joining, an additional 5 days will be allocated after six months employment and 15 days will be allocated on each anniversary of employment (not including periods of leave without pay exceeding 4 weeks pa).

22.4 Approved sick leave and carers leave will be deducted from credited leave. Sick leave and carers leave not taken will accrue.

22.5 The entitlement to carer's leave is subject to the person being either;

- (a) a member of the employee's immediate family; or
- (b) a member of the employee's household.

22.6 An employee who has exhausted his or her entitlement to personal leave on pay may elect to take any available annual leave and long service leave.

SICK LEAVE

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- 22.7** Subject to the provisions of the Act, absence on sick leave must be supported by a certificate from a registered health practitioner, provided that sick leave may be approved without the production of a certificate to a maximum of 4 days per year, provided that a certificate must be provided for any absence exceeding 3 continuous days.
- 22.8** If possible, an employee should advise the Company of his or her non-attendance the day before the absence. Otherwise wherever possible, at least two hours prior to the commencement of any absence on sick leave, the Employee must:
- a) inform the Company of the Employee's inability to attend for duty; and
 - b) as far as possible advise the nature of the injury or illness and the estimated duration of the absence
- 22.9** If it is not possible for the Employee to give prior notice of the absence, the Employee must notify the Company by telephone at the first opportunity.
- 22.10** An employee resuming duty after any period of sick leave must advise the Company on the day preceding the return to duty.
- 22.11** Sick leave commences on the first day of scheduled availability to the Company and continues until, but not including, the first full day on which the Company has been notified that the Employee is ready and physically qualified for duty.
- 22.12** The Employee agrees to undergo any reasonable medical examination or testing if and when required by the Company.
- 22.13** If an employee is receiving workers' compensation payments, he or she is not entitled to paid sick leave.
- 22.14** If an employee is sick while on annual leave, and provides the Company with medical evidence of the illness within 15 days of returning to duty, the employee will, provided the illness is not less than one day, be recredited the annual leave for the period of the illness and the illness must be treated as sick leave for pay and accrual purposes.
- 22.15** An employee who, through personal illness, is unfit for flying duty but is declared fit for non-flying duty by a Company doctor may continue on sick leave or if a temporary ground staff position is available and is accepted by the employee, he or she must be paid the rate of pay prescribed in the relevant award or agreement.
- 22.16** Once an employee's access to paid leave has been exhausted, the employee may elect, with the consent of the Company, to take unpaid leave due to illness or injury.

CARERS LEAVE

- 22.17** An employee is entitled to use up to ten days sick/carer's leave each year as carer's leave. This entitlement is subject to:
- a) the employee being responsible for the care and support of the person concerned; and
 - b) the person concerned being either:
 - a member of the employee's immediate family; or
 - a member of the employee's household;
 - c) the immediate family or household member requires care.
- In normal circumstances an employee must not take carer's leave under this clause if another person has taken leave to care for the same person.
- 22.18** The employee must, if required, establish by production of a medical certificate, the illness or injury of the person concerned and that the illness or injury is such as to require care by another, subject to the provisions of the Workplace Relations Act.

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22.19 If possible, the employee should give notice of carer's leave the day before the absence and in any event if practicable, the employee must give QCCA at least two hours notice prior to his or her absence. The notice must include:

- a) the intention to take leave;
- b) the name of the person requiring care and their relationship to the employee;
- c) the reasons for taking leave; and
- d) the estimated length of absence.

22.20 If it is not practicable for the employee to give prior notice of the absence, the employee must notify QCCA by telephone of the absence at the first opportunity on the day of absence.

22.21 An employee is entitled to 2 days' unpaid carer's leave for each occasion when a member of the employee's immediate family or household requires care or support because of personal illness or injury or an unexpected emergency.

23. BEREAVEMENT/COMPASSIONATE LEAVE

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

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

23.3 If an employee needs more than one period of bereavement/compassionate leave in a year, the days of leave for that second or subsequent occasion will, except where provided below, be deducted from available sick leave/carers leave.

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

23.5 One day of sick leave/carers leave is available as bereavement leave on each occasion of the death of other close relatives not defined as immediate family.

24. LONG SERVICE LEAVE

Full-time and part-time employees are entitled to either:

- 3 months long service leave (or 3/10th of one month for each year of service) after 10 or more years of continuous service, or
- the value of any untaken accrued leave, on leaving QCCA with 10 or more years service.

24.1 An employee will be granted Long Service Leave as per the Company's Policy and the NSW Long Service Leave Act and the provisions of this Agreement. Other State Long Service Leave Acts will not apply to employees.

24.2 Where an employee has accrued 3 months Long Service Leave after 10 years, and such leave has not been used within 24 months, the parties agree that an employee may be directed to take accrued Long Service Leave to a minimum remaining balance of 14 days. Once an individual employee has reduced his or her balance of Long Service Leave to 14 days, the employee will be exempt from any further direction to take Long Service Leave until the employee has accrued a balance of 45 days (employees may seek an exemption from Long Service Leave direction for compassionate reasons).

25. PARENTAL LEAVE

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25.1 Subject to the terms of this clause cabin crew, including eligible casual cabin crew, are entitled to maternity, paternity and adoption leave in connection with the birth or adoption of a child.

25.2 Definitions

For the purposes of this clause:

child means:

- for the purposes of clauses 25.6 and 25.7 only a child of the employee or the employee's spouse under the age of one year;
- for the purposes of clause 25.8 only, a person under the age of five years who is placed with the employee for the purposes of adoption. This does not include a child or step-child of the employee or of the spouse of the employee, or a child who has previously lived continuously with the employee for a period of six months or more.

eligible casual employee means a casual employee who

- has been engaged by Qantas on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and
- Who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by Qantas on a regular and systematic basis.

spouse includes a de facto or a former spouse or a former de facto spouse'.

parental leave means maternity, paternity and adoption leave.

25.3 Basic entitlement

25.3.1 Other than elsewhere provided in this clause, parents are entitled to a combined total of 104 weeks parental leave on a shared basis in relation to the birth or adoption of their child.

25.3.2 For female cabin crew, maternity leave may be taken and for male cabin crew, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

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

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

25.3.4 Parental leave may only be taken by the employee in order for that employee to be the primary care-giver of the child.

25.4 Return to work after parental leave

25.4.1 An employee will notify of his or her intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

25.4.2 Upon completion of the leave the employee must be returned to his/her former position, subject to him/her being medically fit for employment in this capacity.

25.4.3 Following parental leave, an employee who is the primary care giver for a child may apply to return to work on a part time basis until the child reaches school age. Such requests will be considered subject to operational requirements and will not be unreasonably refused. Part time employees will receive salary and conditions on a pro rated basis according to the maximum ordinary rostered hours that apply to the part time employment.

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As an example, if an employee is engaged on a part-time basis of 50%, the employee will be paid 50% of the applicable salary rate for their classification, and will have 120 planned duty hours and approximately 110 average line hours per 56 day roster, subject to the extensions otherwise provided by this Agreement. Allowances specified in clause 3.5, 3.7, and 3.11 shall be paid at their full rate per hour worked (ie these allowances are not subject to being pro-rated). In addition to the 18 days off otherwise provided by this Agreement in clause 15.1, part time employees with a 50% load will also be allocated an additional 18 non-working Available Days – in the event that the employee works on one of these 18 non-working Available Days, the employee shall be paid at the Additional Hourly Rate of pay specified in clause 3.4 for each hour worked. These additional 18 non-working Available Days (when worked) shall not attract the allocation of a substitute day off in accordance with clause 15.3, which shall only apply to the employee's standard 18 days off.

25.5 Parental leave and other leave entitlements

An employee may take, in lieu of or in conjunction with parental leave, any other paid entitlements which he or she has accrued.

25.6 Maternity Leave

25.6.1 Maternity leave is available to permanent full and part time and eligible casual cabin crew with twelve months or more service at the point of commencing maternity leave.

25.6.2 Part time cabin crew will have access to the same period of leave as full time cabin crew, but with pro rata benefits.

25.6.3 A medical certificate issued by a medical practitioner must accompany an application for maternity leave. This certificate must indicate the expected confinement date. The application must also be accompanied by a statutory declaration as to the first and last days of associated paid leave, any paternity leave being taken, that the employee intends to be the primary caregiver for the child and that she will not engage in any conduct inconsistent with her contract of employment while on maternity leave.

25.6.4 Requirement to Cease Flying

- a) An employee may commence maternity leave at any stage of her pregnancy, provided that when becoming pregnant, an employee must cease flying no later than either:
- after completing a total of sixteen weeks flying or 300 cabin crew block hours, whichever policy is in place from time to time, as either a flying or reserve line holder, from the date of conception; or
 - no later than the 26th week of pregnancy.

whichever comes first, provided that the Company may waive this requirement following consultation with the Association regarding the continued relevance of this requirement to cease flying having regard to medical evidence.

25.6.5 Ground Duties

Subject to the provisions of the Workplace Relations Act,

- a) An employee who under clause 25.6.4 is required to cease flying, will either commence maternity leave or may apply to the Company to undertake ground duties for the period between when the employee is required to cease flying and four weeks prior to the expected date of confinement, in lieu of taking maternity leave for all or part of this period.
- b) An employee must provide at least 4 calendar weeks notice of a request for ground duties. A request for ground duties will come into effect on the later of four weeks from the lodgement of the request or the date nominated by the employee.

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- c) Where an employee requests that ground duties be provided the Company will make reasonable efforts to identify ground duties which the Company requires to be performed, which are within the skills and competence of the employee and which provide a full time ground role for full time cabin crew and a ground role for part time cabin crew of between nineteen and twenty four hours per week (ground hours).
- d) Where with the required notice an employee has requested ground duties for a period of eight or more weeks, and the Company is unable to meet that request in full or in part, the employee will be paid for the lesser of eight weeks or the difference between 8 weeks and the period of ground duties provided. The Company will not be required to make any payment under this provision where an employee declines all or some of the ground duties offered within the period covered by the employee's request.

25.6.6 Period of Maternity Leave

- a) Once commenced, maternity leave will continue until at least 6 weeks after the birth of the child and will end no later than 104 weeks after the birth of the child. The return to work may be subject to the employee providing a medical certificate stating that she is fit to work on her normal duties.
- b) If the pregnancy is terminated for any reason the employee will return to duty in accordance with the provisions of the Act.
- c) Of the period of maternity leave taken under this clause, the 4 weeks of leave immediately prior to the expected confinement date and the six weeks immediately after the expected confinement date will be paid leave.

25.6.7 Rate of Payment for Maternity Leave, Ground Duties and Payment in Lieu of Ground Duties

- a) The rate of pay for the period of paid maternity leave will be the employee's salary. Allowances will not be paid.

Ground duties, or payment in lieu of ground duties made in accordance with this clause will be paid at the higher of the employee's salary under this Agreement or the rate of pay under the applicable industrial instrument for the ground role concerned.

25.7 Paternity leave

25.7.1 Period of paternity leave

After 12 months continuous service, an employee is entitled to take up to 52 weeks paternity leave in association with the birth of the child, which may be taken in one or two periods. An employee may apply for a further period of up to 52 weeks of paternity leave which may be approved subject to operational requirements.

25.7.2 Notice requirements for paternity leave

- (a) A male employee must, at least ten weeks prior to each proposed period of leave, provide the Company with:
 - (i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant, and the expected date of birth, or the date on which the birth took place;
 - (ii) a statutory declaration which:
 - states that the employee will take that period of paternity leave to become the primary care-giver of a child; and
 - gives particulars of any period of maternity leave sought or taken by his spouse; and

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- states that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- (iii) written notice of the dates on which the employee proposes to start and finish the period of leave.
- b) An employee is not in breach of this clause because he fails to give the required notice for any of the following reasons:
 - (i) the birth occurs earlier than the expected date; or
 - (ii) the mother of the child dies; or
 - (iii) other compelling circumstances.

25.7.3 Paid paternity leave may be available to the extent prescribed under company policy as varied from time to time.

25.8 Adoption leave

25.8.1 Period of adoption leave

After 12 months continuous service, an employee is entitled to take adoption leave, which may be taken in one or two periods.

25.8.2 Notice requirements for adoption leave

- (a) Before taking adoption leave, an employee must provide the Company with:
 - (i) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes or a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
 - (ii) in relation to any proposed period of adoption leave, a statutory declaration stating:
 - the employee is seeking adoption leave to become the primary care-giver of the child;
 - particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.
- (b) If an employee receives notice of approval of adoption, or, in the case of relative adoption, decides to take a child into custody pending an application for an adoption order, if the employee intends to take adoption leave, the employee must:
 - (i) upon receiving the approval or making the decision, notify the Company of the approval or decision; and
 - (ii) within two months of the approval or decision, notify the Company of the period or periods of adoption leave the employee proposes to take.
- (c) If an employee intends to take adoption leave, as soon as the employee is aware of the expected date of placement of a child for adoption purposes, but no less than 14 days before the placement, the employee must give written notice to the Company of the date of placement, and of the date of the commencement of any period of adoption leave to be taken at the time of placement of the child.

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- (d) At least ten weeks before the proposed date of commencement of any period of adoption leave other than leave at the time of placement of the child, the employee must give written notice to the Company of the date of commencement of the period of leave and the period of leave to be taken.
- (e) If, before commencing employment, an employee receives approval for adoption purposes, the employee must, upon commencing employment, notify the Company of the approval and the period or periods of adoption leave which the employee proposes to take.
- (f) An employee is not in breach of this paragraph because the employee fails to give the required period of notice for one of the following reasons:
 - (i) an adoption agency requires the employee to accept an earlier or later placement of the child; or
 - (ii) the employee's spouse dies; or
 - (iii) any other compelling circumstance.

25.8.3 Special adoption leave

- (a) The Company must grant any employee who is seeking to adopt a child up to two days unpaid leave to allow the employee to attend any compulsory interviews or examinations as part of the adoption procedure.
- (b) The Company can require the employee to take any paid leave available to the employee in lieu of special leave.

25.8.4 Paid adoption leave may be available to the extent prescribed under company policy as varied from time to time.

25.9 Accrual of Service Benefits

Effect of parental leave on employment

- (a) With the exception of clause 25.9 (b), an absence on parental leave may not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.
- (b) Any periods of ground duties or paid leave count as service for all purposes of this Agreement.
- (d) parental leave does not break continuity of employment

26. JURY SERVICE

26.1 An employee must advise QCCA as soon as possible of a requirement to attend jury service and the dates of attendance.

26.2 Provided the employee complies with clause 26.3, he or she will continue to receive salary. QCCA will deduct from the employee's salary any payment the employee receives for attendance at jury duty from the Court in respect of that attendance. The provisions of this clause do not apply to casual employees.

26.3 At the completion of the jury service an employee must provide QCCA with evidence of attendance and the receipt for payment received from the Court.

27. INSURANCES

27.1 Personal Accident Insurance

An employee unfit for duty as a result of an illness or injury for which payment is to be made under the Company's Personal Accident Insurance Scheme must be paid at the rate per duty hour credit prescribed for his or her years of service and category for the duty hour credits accrued for the period of absence as a

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result of such illness or injury and any remaining pay protected hours resulting from such absence in accordance with the provisions of the work rules contained within this Agreement as though he or she were absent from duty on approved personal leave.

27.2 Internment

The following conditions apply to an employee who is posted missing or interned whilst on Company service as a result of hostile action by a foreign nation, whether war is declared or not:

If interned, his or her pay continues during the period of internment;

If posted missing, his or her pay continues until such time as his or her whereabouts are established, but not beyond two years from the time he or she is posted missing, provided that the Company must consider sympathetically continuing payment of pay, or part thereof, beyond two years where the Employee's dependents would otherwise be adversely affected, and provided further that if he or she is subsequently discovered to have been interned his or her pay must continue to be paid in accordance with the provisions above;

Pay ceases when death is established or legally presumed and in these circumstances the relevant provisions of clause 52 applies.

Where an employee is entitled to pay in accordance the provisions above, it must be paid to such person as is nominated by him or her, and failing such nomination, it will at the Company's discretion be paid either to a dependent next-of-kin selected by the Company or held by the Company on the Employee's behalf.

27.3 Insurance Cover In Hostile or Warlike Circumstances

No assignment

An employee may be awarded, but not assigned, a pattern or patterns into a hostile and/or warlike area. Where a pattern has already been allocated to an employee and it is subsequently determined as being into a hostile and/or warlike area, the Employee may elect not to perform the pattern or part of the pattern so affected, in which case he or she must be removed from the pattern.

Military charter flights

Should the Company operate military charter flights into and/or out of areas in which hostile and/or warlike activities may reasonably be said to exist, it is open to the Association to raise the question of extending the provisions below such charter flights.

An employee who operates military charter flights, must, in addition to any other benefits to which the Employee is entitled under this Agreement, be insured by the Company against death for an amount of \$100,000.. This benefit is payable in the event of the Employee's death whilst flying into or out of any warlike area. If death results from any of the acts referred to in 'Loss of Life' below.

Loss of life

Should an employee lose his or her life at any time during a trip (whether death arises out of or in the course of the Employee's employment, or whilst the Employee is based, slipping or travelling overseas in the course of the Employee's employment) and such death results from hostile or warlike operations including:

- acts of war, whether declared or undeclared;
- warlike acts in the course of civil war, or armed civil insurrection;
- deliberate attacks on aircraft by units of armed forces (including shooting or forcing down in times of peace);
- acts of sabotage;
- hijacking;

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- taking of hostages,

the Company must provide the following to the Employee's estate as soon as possible after death is established:

- (a) A guarantee to make up any differences by which the sum of the death payment due to an employee attributable to the Company's contributions under the staff superannuation plan, plus the amount payable on death under the Company's personal accident insurance scheme falls short of the amount of \$98,000.
- (b) Where an employee has a dependent partner he or she is entitled to an additional \$18,480.
- (c) Where an employee has children under the age of seventeen years, including any children conceived but not yet born, he or she must be paid an additional \$4,625 per child.
- (d) An indemnity to a maximum of \$57,290 in respect of personal insurance policies taken out by an employee which contain exclusions of death by injury resulting from the circumstances set out in this clause.

An employee who operates flights not being military charter flights into and/or out of areas in which hostile and/or warlike activities may reasonably be said to exist, must, in addition to any other benefits to which the Employee is entitled under the provisions above be insured by the Company against death for an amount of \$100,000. This benefit is payable in the event of the Employee's death whilst flying into or out of any such area, or whilst on the ground within a reasonable area of the transit or slip port, if death results from any of the acts referred to in 'Loss of Life' above.

Injury

Where an employee is injured in circumstances set out in the provisions above and such injury results in he or she being unable to carry out normal flight duties, then:

He or she must receive his or her normal rate of pay which includes any payments made under Workers' Compensation.

Payments pursuant to the above commence from the date of injury, and continue until the Employee is declared fit to resume flying duties.

During the Employee's absence from normal flight duty, the Company must endeavour to provide an acceptable ground job, provided that he or she is declared fit by the Qantas Medical Centre to perform such duty. In this event, the Employee's pay is no less than as provided for in this clause above.

In the event the Employee is declared totally and ' permanently unfit to continue normal in-flight duties or alternative employment as per this clause, the certification of which will be by reference to an independent medical practitioner experienced in the aviation industry, then the Company must continue to make payments so that the Employee's income is no less than that provided for above, until his or her normal retirement date.

However:

- a) the Employee may elect at any time, subject to the Company's agreement to commute payments under this sub-clause to a lump sum payment;
- b) where a lump sum payment is made at Workers' Compensation, then the payments under this subclause are commuted to a lump sum;
- c) payments are reviewed after two years to determine whether a lump sum payment is more appropriate;

All references in this clause to injury extend to include injuries of a physical and psychological nature and diseases as prescribed under the relevant State Workers' Compensation Act.

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The Company's liability under this Agreement to guarantee the income of an employee ceases where the Employee, in an action claiming damages, obtains judgement against the Company at Common Law and such judgement includes an amount being compensation for loss of wages.

Where the Employee obtains judgement for damages against the Company at Common Law for the injury out of which the Company's liability arose, and such damages include an amount calculated to compensate the Employee for loss of wages, the Company may claim repayment of any amounts paid under this Agreement and included in the judgement at Common Law.

Any fraud on the Employee's part and any deliberate concealment or deliberate misstatement on his or her part of a material fact in connection with the making or continuation of any claim under this policy, immediately disqualifies the Employee concerned from the participation in the policy and any rights to payments thereunder is forfeited.

28. TERMINATION OF EMPLOYMENT

28.1 Length of notice

- a) The employee's employment may be terminated by either QCCA or by the employee, by providing the following period of notice in writing:

Period of Service	Period of Notice
6 weeks or less	7 calendar days
6 weeks and up to the completion of 6 months	14 calendar days
6 months and over	28 calendar days

If an employee is over the age of 45 years and has at least five year's continuous service with QCCA, the period of notice is increased by one week. This does not apply to notice given by the Crew Member.

The period of notice does not apply to casual or fixed term employees.

- b) When the Company does not give notice

Payment of salary in lieu of notice must be made by QCCA if the appropriate notice is not given. Employment may be terminated by the employee working part of the required period of notice and by QCCA making payment for the remainder of the notice.

- c) When an employee does not give notice

The notice of termination required to be given by the employee is the same as that required of QCCA. If the employee does not give the required period of notice QCCA may withhold an amount due to the employee equal to the ordinary time rate of pay for the period of notice not worked.

- d) Waiver of notice by agreement

The period of notice may be reduced or waived by mutual agreement; in such cases salary must be paid up to and including the last day worked.

- e) Working the notice period

If an employee has given notice or has been given notice, he or she must continue in his or her employment until the date of expiration of the notice. Any employee who, having given or been given notice, absents himself or herself from duty during the period without reasonable cause (proof of which rests with him or her) is considered to have abandoned his or her employment and forfeits an amount equal to his or her salary for the period of the notice not worked.

- f) When the notice commences

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If notice is given to or by an employee who is on duty away from his or her original home base, the notice is not considered to have commenced until the employee has returned to his or her original home base in Australia.

The period of notice does not apply to employees who have been engaged for a specific period of time or specific task or tasks and whose employment is being terminated by reason that the specific period of time or task(s) have ended.

Return of property and termination payment

- g) On termination an employee is responsible for the return of all the Qantas and QCCA property and any other Qantas or QCCA items the employee may have. No final payment will be made to an employee until final clearance has been given by the Qantas and QCCA.
- h) Any overpayment made by the Company to Employee that is not repaid prior to termination may be deducted from any payments made to the employee on termination.

29. CONFIDENTIALITY

The Employee must not at any time, except as required by law, disclose or use, other than in the proper performance of Employee's duties or with the prior written consent of The Company, any trade secret or confidential information belonging to or concerning the business of The Company, its staff and customers, or any of their related entities, joint ventures or business partners or its or their affairs which is acquired by Employee during Employee's employment.

"Confidential information" includes, but is not limited to, any information (written, electronically conveyed or verbal) of a commercial, operational, technical, financial or personal nature, which is not publicly available, except by breach of this Agreement.

30. DEFINITIONS

For the purposes of this Part

Allocated means awarded or assigned.

Approved paid leave means annual leave, long service leave, personal leave and jury service.

Assigned means an obligation on an employee to perform a duty.

Association means the Flight Attendants' Association of Australia.

Available day or 'A' Day means a day that is other than a day of duty or minimum base turnaround time or designated duty free day or a day of approved leave.

A380 start up means the first four A380 aircraft delivered to Qantas Airways Limited.

Base means any place designated by the Company at which employees are required to be for the purpose of reporting for ground duty, commencing standby duty or reporting for the commencement of a pattern.

Bid period or Roster period means a fifty-six or twenty eight day period designated by the Company.

Category means an employee's classification.

Company means QF Cabin Crew Australia Pty Limited.

Customer Service Manager means an employee who meets the eligibility requirements and has satisfactorily completed training for this level and is selected for this level. The Customer Service Manager has the overall responsibility for customer service onboard aircraft, and acts as management representative for crew whilst away from base.

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Customer Service Supervisor means an employee who meets the eligibility requirements and has satisfactorily completed training for this level, and is selected for this level. A Customer Service Supervisor works in and supervises the economy class, business class and first class cabins as required, manages saleable amenities, performs Customer Service Manager functions in the absence of the Customer Service Manager and may undertake the necessary and relevant training for promotion to Customer Service Manager.

Deadheading means travelling as directed by the Company on an aircraft or surface transport otherwise than as an operating flight attendant for the purpose of positioning for operating flight duty, between operating flight duties and to base at the completion of operating flight duties.

Designated duty free day means a calendar day commencing at midnight local time at the employee's base.

Downline (or Upline) disruption means when an employee's pattern is changed after the employee has reported for the pattern.

Duty means flight duty, ground duty, standby duty but shall not include any obligation by the employee to contact the Company nor shall it include any contact by the Company of the employee.

Duty free period means a period of time at the employee's base during which he or she is not performing functions assigned by the Company and/or under the control of the Company.

Duty hour credit means the credit projected or accrued to an employee for duty planned or performed by that employee for the purpose of bid period limitations and/or pay.

Employee means a person employed under a classification of Part 2 of this Agreement.

Flight Attendant means an employee who has satisfactorily completed required training for this level, operates in either the economy cabin and or the first and business cabins as determined by the Company and may undertake necessary and relevant training for promotion to Customer Service Supervisor.

Flight duty means deadheading or operating duty, and includes the relevant time after sign-on outlined in *clause 42.2*.

Flying line means a line which contains planned sequences of patterns and designated duty free days and may include available days and/or days of approved leave and/or known ground duties.

Flying line holder means an employee allocated to a flying line.

Ground duty means duty which relates to the employment of an employee and may include, but is not restricted to, training, lectures, training of others, seminars, luncheons and publicity work for the Company, but shall exclude standby duty.

Operating means performing duties associated with the safety and comfort of passengers in their carriage by aircraft.

Operating flight duty element means that portion of a period of flight duty when an employee is operating.

Pattern means a flight duty period, or sequence of flight duty periods with intervening rest periods, commencing and completing at the employee's base.

Pattern days means the number of days away from base on a pattern inclusive of the day of departure from base and the day of return to base.

Planned means duty as known to the Company prior to the Company required reporting time at an employee's base for that duty.

Probation unless otherwise qualified by this Agreement means a period determined by the Company after initial or promotional training during which an employee's performance and suitability in a category may be assessed prior to confirmation of appointment.

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Prolonged personal leave means a period of personal leave that is to exceed or has already exceeded twenty one consecutive calendar days.

Reserve line means a bid line which contains planned sequences of available days and designated duty free days and may include days of approved leave and/or ground duties.

Reserve line holder means an employee allocated to a reserve line.

Roster means an arrangement of duties and/or available days and/or designated duty free days and/or days of approved leave which are allocated to an employee for a bid period.

Scheduled means duty changed, as a result of unplanned circumstances, at/or after the Company required reporting time at the employee's base for that duty. Where an employee was not advised by the Company of the changed duty prior to his or her arrival at the Company reporting location, the original Company required reporting time shall be deemed the Company required reporting time for that employee for that duty.

Trainee Flight Attendant means an employee who is undergoing training to become a Flight Attendant, but has not yet successfully completed the training and graduated and been appointed as a Flight Attendant by the Company.

Trainers means employees whose duties include training flight attendants, conducting in flight probationary assessments and developing course materials and training aids.

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SCHEDULE 1 TRANSPORT BOUNDARIES

This Schedule shall apply to employees covered by Part 1 and Part 2 of this Agreement, employed by Qantas and QF Cabin Crew Australia Pty Limited.

1. The entitlement under this clause will apply where the employee's home is within the boundaries specified below, or in the case of the use of public transport, where the cost of the public transport fare satisfies the tests provided below.

2. Sydney Base.

In the circumstances prescribed in this clause, cabin crew must be provided with free transport between the airport and their home, provided that their home is within the area bounded by the Hawkesbury River in the north, Port Hacking in the south (taking in Bundeena, Heathcote and Glenfield), and in the west, bounded by a hypothetical line taking in Glenorie, Annangrove, Seven Hill and Hoxton Park.

An employee may use CityRail from Mascot Station in lieu of a taxi where the cost of a one-way CityRail fare from Mascot plus FBT is not greater than the cost of a taxi fare to the boundary.

3. Melbourne Base

Starting in the South West at Point Cook on Port Phillip Bay heading west along Point Cook Homestead Road, left onto Point Cook Road and then right onto Aviation Road. Right onto Duncans Road continuing west crossing the Princess Highway, into Tarnett Road to Boundary Road. Right along Boundary Road, then left onto Hopkins Road crossing the Western Freeway and continuing north along Sinclairs Road. Left into Taylors Road, and then right into Plumpton Road crossing the Melton Highway at Sydenham West passing through Diggers Rest crossing the Calder Freeway into Vineyard Road to Sunbury. Then head southeast along Sunbury Road turn left into Lancefield Road and continue north. The boundary then extends east from the turnoff to Konagderra Road in a straight-line east (not following any established roads) to Donnybrook Road, including the area south of this 'straight line'. At Donnybrook Road turn south into Mickleham Road and continued to Yuroke. Turn left into Craigieburn Road west and head east crossing the Hume Highway in Craigieburn. Continuing on until Epping Road turn left and right along Bridge Inn Road at Wollert. Continue along Bridge Inn Road, which changes into Doctors Gully Road to Nutfield. Then turn right and travel south along Arthurs Creek Road and into Hurstbridge Road to Wattle Glen. Turn left and head east along Wattle Glen Road to Kangaroo Ground. Continue south to Warrandyte and onto Ringwood along Warrandyte Road. At Ringwood head south along Watirna Road and east along Boronia Road to Studfield. Then south along Stud Road to Dandenong North. Right at the intersection of Dandenong Valley highway. Into Heatherston Road and then continue into Kingston Road to Heatherston. Left onto Warrigal Highway, right into Argus and continue west into Bay Street to Sandringham on the southeastern of Port Phillip Bay.

An employee may use a registered airport shuttle service (shuttle) or MTrain in lieu of a taxi where the cost of a one-way shuttle or MTrain fare plus FBT is not greater than the cost of a taxi fare to the boundary.

4. Brisbane Base

From north of the mouth of the Logan River to where the Logan River intersects with Albert Street (Highway #94) going west. Then turning right (north) into Logantea Road, then left (west) into Station Street, leading onto the Logan Motorway (Highway #6). Logan Motorway (#6 becoming #4) onto Ipswich Highway (#2) heading west to the Riverview at the junction of Warrego Highway (#54).

From this junction draw a straight line directly north to where the Mount Sampson Road (#22) meets Lake Samsonvale. The southern edge of the lake will form the northern boundary. East along the Pine River to where Gympie Road (#58) intersects with the intersection with Deception Bay Road (#26). At this point draw a straight line from Anzac Avenue north to the shoreline of Deception Bay.

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Anything inside the prescribed boundaries is inclusive.

A crew member may use a registered airport shuttle service or Queensland Rail train in lieu of a taxi, where the cost of a one way fare plus FBT is not greater than the cost of a taxi fare to the boundary.

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SCHEDULE 2 – COMPULSORY REDUNDANCY ARRANGEMENTS

This Schedule shall apply to employees covered by Part 1 and Part 2 of this Agreement, employed by Qantas and QF Cabin Crew Australia Pty Limited.

INTRODUCTION

The Company and the Association agree to seek to manage all necessary staff reductions in a manner aimed at minimising the need for redundancies. Only after these means have been exhausted will a redundancy program be embarked upon.

Where the Company decides to terminate the employment of employees on account of redundancy, then as soon as practicable after so deciding, and before the terminations take place, the Association will be advised of the decision, together with:

- a) the terminations and the reasons for them;
- b) the number and categories of employees likely to be affected; and
- c) the time when, or the period over which the Company intends to carry out the terminations.

Further, prior to termination of employment and prior to the final determination, the Company will meet as a minimum its Statutory Obligations to consult the Association on measures to avert or minimise the terminations, and implement measures (such as finding alternative employment) to mitigate the adverse effects of the terminations.

REDUNDANCY PAYMENTS

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

- a) Three (3) weeks' pay for each year of service up to and including five (5) years service, with a minimum of four (4) weeks' pay;
- b) Four (4) weeks' pay for each completed year of service in excess of five (5) years; and
- c) Pro-rata payment for each completed month of service.
- d) The above mentioned payments do not include payments in lieu of notice.

PAY CALCULATION

For the purposes of this Agreement, "Pay" shall be paid at the ordinary time weekly rate for the relevant classification under this Agreement.

Notwithstanding any other clause of this Agreement, in the case of Part 1 employees who are deployed on the A380 fleet and are paid in accordance with clause 7, any redundancy package shall be calculated as if the employee was employed on the terms and conditions of employment (including the pay rates and hours of work) that apply for Part 1 employees deployed on aircraft patterned under Part 1 in accordance with clause 27. For example, a Flight Attendant who is deployed to the 380 fleet and made redundant shall have his/her redundancy package calculated on the equivalent Part 1 (non A380) Flight Attendant calculation. Similarly, in the case where the Flight Attendant has been promoted to the position of Customer Service Supervisor or Customer Service Manager whilst deployed on the A380, the redundancy package shall be calculated on the equivalent Part 1 (non A380) Customer Service Supervisor or Customer Service Manager calculation.

NOTICE PERIOD

Notice will be in accordance with Clause 6.1 of this Agreement. The period of notice shall not commence until appeal rights have been exhausted.

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MAXIMUM REDUNDANCY PAYMENT

Part I: This component shall only be available to employees who commenced their employment on or prior to 17 December 1996.

The then value of an existing employee's accumulated redundancy payments as at 17 December 1996 shall be frozen in money terms and increased by 2% p.a. for each full year of service after 17 December 1996. To this amount shall be added any redundancy payments that accrue under the new redundancy scheme (see Part II) for service from 17 December 1996. An employee's actual date of commencement of service will be used to calculate any redundancy payments under Part II (that is, for the purpose of determining whether 3 weeks or 4 weeks pay per year of service applies under subclause 3 (Redundancy Payments) for the calculation under Part II).

Part II: Applies to all employees engaged after 17 December 1996 and to service after 17 December 1996 for employees engaged on or prior to 17 December 1996.

The new redundancy scheme shall apply to all employees. The maximum benefit for redundancy pay under the new scheme shall be ninety-five (95) weeks pay exclusive of notice periods.

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

OTHER ENTITLEMENTS

A. Annual Leave Loading

Annual leave credits, including pro-rata leave due at date of termination, will be paid inclusive of the annual leave loading (17.5%) pertaining to the individual.

B. Long Service Leave

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

C. Superannuation

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

D. Preservation

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

E. Employee Travel

See Staff Travel Policy manual.

F. Redeployment

i) To Other Duties. Where an employee has been redeployed to a lower paid position, the employee shall be given four (4) weeks' notice of transfer and receive salary maintenance (being the difference between the former ordinary time rate and the new lower rate) for a period of six months following the transfer.

ii) To Other Ports. Where the Company offers and the employee accepts redeployment requiring a change of domicile, e.g. Sydney to Perth, Cairns to Brisbane, the employee shall be entitled to normal transfer costs in accordance with company policy.

G. Company Certificate of Service

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

H. Notification to relevant Government authority

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

I. Outplacement Services

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

J. Financial Counselling

All employees nominated for retrenchment will be provided with a detailed estimate of the redundancy pay and superannuation entitlements, at the time of their nomination.

Employees who are retrenched will have access to financial counselling.

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

Where practicable, this service will be provided on the Company premises.

K. Welfare Services

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

L. Re-Employment

Employees who are compulsorily retrenched on the basis of last on first off shall be given absolute preference in employment in future recruitment at a level of 50% of the number of recruits sought in each recruitment exercise. An offer of re-employment to each person shall be made on the basis of seniority in descending order. Administrative mechanisms shall be agreed between the parties.

Other retencees may apply for re-employment by the Company having regard to the above and his/her application would be considered on its merits.

M. Savings

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

SCHEDULE 3

WORKERS COMPENSATION ACCIDENT MAKE UP PAY

This Schedule shall apply to employees covered by Part 1 and Part 2 of this Agreement, employed by Qantas and QF Cabin Crew Australia Pty Limited.

DEFINITIONS

(a) **Accident pay** means:

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

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

(iii) Payment for Part of a Week – where an employee received accident pay and such pay is payable for incapacity for part of a week the amount shall be a direct pro rata.

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

(c) **Relevant Workers' Compensation Act** means the Workers' Compensation Act in the State of employment of the individual as amended or replaced from time to time in each State. At the date of this agreement, that legislation is as follows:

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

(d) **Normal weekly earnings** means, for the purposes of this Agreement, weekly earnings averaged over the 12 months prior to the relevant injury (ie base rate of pay plus overtime and shift) except where such a calculation would not fairly represent the weekly rate at which the employee was being paid before the injury and in such circumstances, normal weekly earnings shall be calculated in a manner that shall fairly reflect such earnings. This matter may be the subject of consultation between the Company and the Association.

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QUALIFICATIONS FOR PAYMENT

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

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

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

MAXIMUM PERIOD OF PAYMENT

The maximum period of payment or aggregate periods of accident pay to be made by the Company shall be fifty two (52) weeks for any one injury as defined above.

The respective weekly periods of payment shall include any period of rehabilitation at the workplace on which the employee is engaged in restrictive duties.

ABSENCES ON OTHER PAID LEAVE

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

NOTICE OF INJURY

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

MEDICAL EXAMINATION

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

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

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REDEMPTION OF WEEKLY PAYMENTS

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

CIVIL DAMAGES CLAIMS

(a) An employee receiving or who has received accident pay shall advise the Company of any action he may institute or any claim he may make for damages.

(b) Further, the employee shall, if requested, provide an authority entitling the Company to a charge upon any money recovered by the worker (after all medical and legal bills have been met) pursuant to any judgment or settlement on the injury to the extent that such judgment or settlement relates to loss of earnings during the period for which accident pay was paid.

(c) Where an employee obtains a judgment or settlement for damages for loss of earnings, in respect of an injury for which he has received accident pay, the employer's liability to pay accident pay shall cease from the date of such judgment or settlement, provided that if the judgment or settlement for damages is not reduced, either in whole or part, by the amount of accident pay made by the Company, the employee shall pay to the Company any amount of accident pay already received in respect of that injury by which the judgment or settlement has not been so reduced.

INSURANCE AGAINST LIABILITY

Nothing in Agreement shall require Company to insure against its liability for accident pay.

DEATH OF AN EMPLOYEE

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

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Workplace Agreement 2007 (EBA 8).**

SIGNED for and on behalf of
Qantas Airways Limited in the
presence of:

Signature

Signature of Witness

Name

Name

Date

SIGNED for and on behalf of
QF Cabin Crew Australia Limited in the
presence of:

Signature

Signature of Witness

Name

Name

Date

SIGNED for and on behalf of
**Flight Attendants' Association of
Australia** in the presence of:

Signature

Signature of Witness

Name

Name

Date