

**FLIGHT ATTENDANTS' ASSOCIATION OF AUSTRALIA,  
QANTAS AIRWAYS LIMITED AND  
QF CABIN CREW AUSTRALIA PTY LIMITED  
ENTERPRISE AGREEMENT 2022 (EBA11)**

**1. TITLE**

This agreement shall be known as the *Flight Attendants' Association of Australia, Qantas Airways Limited and QF Cabin Crew Australia Pty Limited Enterprise Agreement 2022 (EBA11) (Agreement)*.

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## **PART A - FRAMEWORK OF AGREEMENT**

### **3. DURATION**

This Agreement will commence operating seven days after its approval by the Fair Work Commission (**Commission**). The nominal expiry date of this Agreement is four years from the date of approval.

Unless otherwise provided in Schedule 7 or Schedule 7A, each clause of this Agreement will commence operating on the same day as this Agreement.

### **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 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 A and Part B of this Agreement apply to both Qantas and QCCA and the employees of each company. For the purposes of Part A of this Agreement, "Company" shall mean either or both Qantas or QCCA (as the context requires).

References to the 'Association' are references to the Flight Attendants' Association of Australia.

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)

Flight Attendants Association of Australia - International Division, Qantas Airways Limited and QF Cabin Crew Australia Pty Limited Workplace Agreement 2007 (EBA8)

Flight Attendants Association of Australia - International Division, Qantas Airways Limited and QF Cabin Crew Australia Pty Limited Workplace Agreement 2012 (EBA9)

Flight Attendants Association of Australia - International Division, Qantas Airways Limited and QF Cabin Crew Australia Pty Limited Workplace Agreement 2017 (EBA10)

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 or Territory laws as prescribed by the FW Act.

The terms of this Agreement operate to the full exclusion of all Awards that might otherwise apply.

This Agreement will be read in conjunction with the National Employment Standards (**NES**), provided that where there is inconsistency between this Agreement and the NES, the more beneficial provision to the employee will take precedence.

## **5. 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.

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.

## **6. DETERMINATION OF FLYING**

Known flying on the A330, A380, B787 and A350 fleets to be undertaken by crew employed under this Agreement (EBA11) will be pooled and then patterned according to the rules contained in Part B of this Agreement.

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.

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 this Agreement, the following special conditions will apply in lieu of any provisions to the contrary in this Agreement:

- Overtime will commence at 8.30 hours;
- The duty hours will be a maximum of 11 hours with up to four sectors with the exception of SYD/PER/SYD, BNE/PER/BNE and MEL/PER/MEL

## **7. SELECTION PROCEDURES**

### **7.1 Eligibility**

In order to apply for an on board management position, an employee must be, at the time of application, employed under EBA11.

### **7.2 Selection**

7.2.1 The selection for all on board manager positions 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:
    - (i) People department
    - (ii) Ground management
    - (iii) On board managers who have been trained, approved by either Qantas or QCCA and listed on the recruitment and selection interview team
  - (c) Qantas and QCCA may use external agency assessors to provide flexibility at times when internal assessors are unavailable because of operational requirements or personal commitments, such as a period of leave.
  - (d) The People department will audit the assessment process to ensure consistency and quality control.
  - (e) Applicants will be ranked on their result in the assessment events, and shortlisted for a panel interview on the basis of this ranking.
  - (f) 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.
- 7.2.2 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.
- 7.2.3 There is no automatic right to appeal decisions made in this selection process.
- 7.2.4 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 in each component of their application (including their ranking if assessed) 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 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.
- 7.2.5 For the purposes of this clause **on board manager(s)** shall mean a Customer Service Manager and/or a Customer Service Supervisor.

## **8. ACCOMMODATION AND MEALS**

### **8.1 Accommodation**

- 8.1.1 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.
- 8.1.2 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.
- 8.1.3 In selecting hotel accommodation, due regard must be given to the locality (including giving a reasonable distance from an airport precinct), environment inside and outside of the hotel, noise, transport, availability of acceptable standards of meals and services. Where practicable, the Company will also give regard to planning for non-adjoining rooms (except where they are employees of the operating or deadheading crew), double beds as a minimum, natural light and proximity to elevators and utility rooms.
- 8.1.4 If the Company proposes a change to existing arrangements, they should give written notification to the Association of the proposal as soon as possible.

8.1.5 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.

8.1.6 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.

## **8.2** Inflight meals and meal allowances

### 8.2.1 Inflight meals

- (a) 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. Guidelines on the provisions of inflight meals are attached at Schedule 5.

### 8.2.2 Slip meal allowances

- (a) The Company will pay slip meal allowances in accordance with this clause, via payroll in arrears.

- (b) For international slip ports, the value of meal allowances will be calculated as follows:

- (i) where the applicable 'Meals' allowance in Table 7 of the Australian Taxation Office Tax Determination 2021/6 (or any equivalent subsequent determinations) (**Table 7 Rate**) is higher than the Total Daily Meal Rate identified in Schedule 6, then the employee will be paid the following percentage of the Table 7 Rate (as applicable):

(A) Breakfast – 25%

(B) Lunch – 30%

(C) Dinner – 45%

- (ii) where the applicable Table 7 Rate is lower than the Total Daily Meal Rate identified in Schedule 6, then the employee will be paid the applicable breakfast, lunch and / or dinner allowance identified in Schedule 6.

- (c) Where the relevant international slip port is not listed in Schedule 6, the applicable rate(s) identified in (b)(i) above will apply.

- (d) For domestic slip ports, the value of meal allowances will be calculated as follows:

- (i) where the sum of the 'Food and drink' allowances in Table 2 of the Australian Taxation Office Tax Determination 2021/6 (or any equivalent subsequent determinations) (**Table 2 Rate**) is higher than the relevant Total Daily Meal Rate identified in Schedule 6, then the employee will be paid the relevant

component(s) of the Table 2 Rate (i.e. breakfast, lunch and / or dinner, as applicable);

(ii) where the Table 2 Rate is lower than the relevant Total Daily Meal Rate identified in Schedule 6, then the employee will be paid the applicable breakfast, lunch and / or dinner allowance identified in Schedule 6.

(e) Where the relevant domestic slip port is not listed in Schedule 6, the relevant rate(s) identified in (d)(i) above will apply.

### **8.3 Consultation**

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

## **9. DISPUTE SETTLEMENT PROCEDURE**

**9.1** In the event of a dispute arising in the workplace about matters arising under this Agreement or the NES, the procedure to resolve the matter will be as follows:

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

9.1.2 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.

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

**9.2** An employee may choose to have an employee representative of their choice, including an Association 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.

**9.3** 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.

**9.4** 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:

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

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

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

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



- 9.4.5 where either party requests, make recommendations about particular aspects of a matter about which they are unable to reach agreement;
- 9.4.6 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.
- 9.5** The Commission must follow due process and allow each party a fair and adequate opportunity to present their case.
- 9.6** Any determination by the Commission under paragraph 9.4.6 must be in writing if either party so requests, and must give reasons for the determination.
- 9.7** Any determination made by the Commission under paragraph 9.4.6 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.
- 9.8** The Commission must approach matters regarding management decisions in accordance with the general principles set out in the XPT case [(1984) 295 CAR 188].
- 9.9** The Commission must not issue interim orders, 'status quo' orders or interim determinations.
- 9.10** The parties are entitled to be represented including by legal representatives, in proceedings pursuant to this dispute resolution procedure.

## **10. CONSULTATION ON NEW AIRCRAFT**

The Company must initiate consultation with the Association 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:

- rostering and allocation of work considerations;
- 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.

## **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 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 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 Commission in accordance with the provisions of the FW Act.
- 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 subclause 11.16 no disciplinary action shall be taken against the employee until such review is concluded.

## **12. NOTICE BOARD AND PLACEMENT OF MATERIAL IN MAIL BOXES**

- 12.1** 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.
- 12.2** The purpose of these provisions is to assist employees and the Company to:
  - (a) Maintain the integrity and the application of this Agreement; and
  - (b) Resolve the disputes about the application of this Agreement in accordance with clause 9 of this Agreement.
- 12.3** 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.

## **13. PLANNING AND SCHEDULING COMMITTEE**

### **13.1** 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.

### **13.2** Role

The Committee must meet for the purpose of:

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

- 13.2.2 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.
- 13.2.3 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.
- 13.2.4 The Company must provide the committee with all pertinent information.

**13.3** 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 or agree, members of the Committee have the right to refer that matter for resolution to the Commission in accordance with the Disputes Resolution Procedure. Until the matter is resolved in this manner the Company decision prevails.

**13.4** Long service leave slots

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

**13.5** Transfer lists

The Planning and Scheduling Committee may also review the administrative processes and management of any transfers lists such as transfers between bases.

**14. WORKER HEALTH AND SAFETY**

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

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

**15. WORKERS COMPENSATION -ACCIDENT MAKE UP SCHEME**

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

**16. FAMILY AND DOMESTIC VIOLENCE LEAVE**

**16.1** The Company is committed to supporting employees who are experiencing Family and Domestic Violence.

**16.2** Employees covered by this Agreement who are experiencing Family and Domestic Violence will be entitled to 10 days paid leave per calendar year, which can be accessed if:

- (a) the employee is experiencing family and domestic violence;
- (b) the employee needs to do something to deal with the impact of the family and domestic violence; and
- (c) it is impractical for the employee to do that thing outside of the employee's work hours.

**16.3** Leave taken for Family and domestic violence purposes can be taken in part day, single day, or multi-day blocks.

#### **16.4 Notice and Evidence Requirements**

In all circumstances:

- (a) the employee shall give his or her Manager notice as soon as reasonably practicable of any requirement to take leave under this clause; and
- (b) the employee shall provide evidence that the leave is being taken for a purpose set out in clause 16.2 . This evidence might, for example, include documents issued by a Doctor, a Family Violence Support Service, the Police, a Court or a Lawyer.

#### **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 operational and business needs not otherwise accommodated by this Agreement, the Companies party to this Agreement may, following consultation with the Association, implement reasonable special arrangements about the manner in which a particular clause of this Agreement is to operate at the workplace level in relation to particular employees, provided that any such special arrangements will not result, on balance, in a reduction in the overall terms and conditions of employment of the affected employees and will not contain unlawful or discriminatory terms within the meaning of sections 194 and 195 of the Fair Work Act 2009 (Cth).

Examples of such special arrangements is the provision of economy seating on A330-200 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. FLEXIBILITY**

**20.1** The Company and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- (a) the agreement deals with 1 or more of the following matters:
  - i. arrangements about when work is performed;
  - ii. overtime rates;
  - iii. penalty rates;
  - iv. allowances;
  - v. leave loading; and
  - vi. available spans;
- (b) the arrangement meets the genuine needs of the Company and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Company and employee.

**20.2** The Company must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the FW Act; and
- (b) are not unlawful terms under section 194 of the FW Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

**20.3** The Company must ensure that the individual flexibility arrangement;

- (a) is in writing; and
- (b) includes the name of the Company and employee; and
- (c) is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
  - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

**20.4** The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

**20.5** The Company or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Company and employee agree in writing - at any time.

## **21. SIGN-ON/SIGN-OFF IN PORTS OTHER THAN HOME BASE**

### **21.1 Requests for approval**

- 21.1.1 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.
- 21.1.2 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.
- 21.1.3 Approval to sign on/sign off must not be unreasonably withheld or revoked.

### **21.2 Requirements**

- 21.2.1 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.
- 21.2.2 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.
- 21.2.3 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.
- 21.2.4 Contact obligations: The call-in specified in Part B Clause 8 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.

### **21.3 Duty hour credits**

- 21.3.1 Duty hour credits apply for the full pattern including the deadhead sector(s). No overtime accrues for the sector(s) not flown.
- 21.3.2 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.
- 21.3.3 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.

### **21.4 Accommodation/Allowances**

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

### **21.5** 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.

### **21.6** 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.

## **22. CONSULTATION REGARDING MAJOR CHANGE**

### **22.1** This term applies if:

- (a) the Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on employees of the enterprise.

**22.2** For the avoidance of doubt, this clause does not apply to a major change to production, program, organisation, structure or technology in relation to the enterprise if that change is accommodated by another clause of this Agreement.

**22.3** The Company must notify the relevant employees of the decision to introduce the major change.

**22.4** The relevant employees may appoint a representative, including an Association representative for the purposes of the procedures in this term.

### **22.5** If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative including an Association representative for the purposes of consultation; and
- (b) the employee or employees advise the Company of the identity of the representative.

the Company must recognise the representative.

**22.6** As soon as practicable after making its decision, the Company must:

- (a) discuss with the relevant employees and their representatives, including an Association representative:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion - provide, in writing, to the relevant employees:



- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change on the employees; and
- (iii) any other matters likely to affect the employees.

**22.7** However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees or their representatives, including an Association representative.

**22.8** The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees or their representatives, including an Association representative.

**22.9** If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in subclauses 22.3, 22.4 and 22.6 are taken not to apply.

**22.10** In this term, a major change is ***likely to have a significant effect on employees*** if it results in:

- (a) the termination of the employment of employees: or
- (b) major change to the composition, operation or size of the Company's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure): or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

**22.11** In this clause, ***relevant employees*** means the employees who may be affected by the major change.

**23. CONSULTATION REGARDING CHANGE TO REGULAR ROSTER OR ORDINARY HOURS OF WORK**

**23.1** Where the Company proposes to introduce a change to the regular roster or ordinary hours of work of employees (other than a change that is accommodated by this Agreement) it must notify the relevant employees of the proposed change and this clause 23 applies.

**23.2** The relevant employees may appoint a representative for the purposes of the procedures in this clause 23.

**23.3** If:

- 23.3.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

23.3.2 the employee or employees advise the Company of the identity of the representative;

the Company must recognise the representative.

**23.4** As soon as practicable after proposing to introduce the change, the Company must:

23.4.1 discuss with the relevant employees the introduction of the change; and

23.4.2 for the purposes of the discussion--provide to the relevant employees:

23.4.2.1 all relevant information about the change, including the nature of the change; and

23.4.2.2 information about what the Company reasonably believes will be the effects of the change on the employees; and

23.4.2.3 information about any other matters that the Company reasonably believes are likely to affect the employees; and

23.4.2.4 invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

23.4.3 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.

23.4.4 The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.

**23.5** In this clause, relevant employees means the employees who may be affected by the change.

## **24. 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.

## **25. JOINT CONSULTATIVE COMMITTEE (JCC)**

**25.1** Joint Consultative Committee(s) (JCC), will be established to facilitate discussions between the Companies and each of the organisations covered by this Agreement. Each JCC will be comprised of up to two representatives nominated by the relevant organisations covered by this Agreement and appropriate representatives nominated by the Companies.

**25.2** Each JCC will meet on a quarterly basis to discuss matters relating to the application of this Agreement.

**25.3** A JCC meeting may be called by either the Companies or the relevant organisation at any other time when it is reasonable, in all the circumstances, to do so. The representatives of the Companies or relevant organisations, as appropriate, shall not unreasonably refuse to convene a JCC meeting called pursuant to this clause up to an additional four times in a calendar year.

**25.4** The primary purpose of the JCC is:

- (a) To discuss matters that relate to the application of this Agreement at the workplace;
- (b) To allow the representatives to assist with the handling of challenges and changed circumstances that may arise;
- (c) To discuss, where appropriate, any Flight Attendant specific issues.

**25.5** Whilst the JCC can discuss matters brought to its attention, the JCC does not have the capacity to agree to alter the terms of this Agreement.

## **26. INFLIGHT PROCEDURES COMMITTEE**

**26.1** It is agreed that the inflight service provided by employees is a matter determined by Qantas, subject to compliance with this Agreement and legislation. However, it is appropriate that the provision of any service be properly examined prior to implementation.

**26.2** To facilitate the proper introduction of inflight service changes. a joint committee shall continue in the following terms:

26.2.1 An Inflight Procedures Committee will comprise of equal representatives of the Company and the organisations covered by this Agreement. The total number of representatives from all organisations covered by this Agreement will be equal to the number of representatives from the Companies.

26.2.2 A Qantas nominated representative will chair the Committee.

26.2.3 The Committee will meet on a regular basis at intervals agreed between the parties.

The parties will discuss aspects of inflight service as it relates to the delivery of that service through the Committee.

## **PART B**

### **1. APPLICATION OF THIS PART**

The clauses contained in Part B of this Agreement apply to all employees of Qantas Airways Limited (**Qantas**) and QF Cabin Crew Australia Pty Limited (**QCCA**) who are covered by this Agreement.

### **2. EMPLOYMENT AND DUTIES**

**2.1** Employees are employed on a full-time basis, except as provided for under clause 6 (Part Time) and 28 (Parental Leave) or unless engaged as casual employees.

**2.2** An employee will be classified as 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.

**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** Qantas and QCCA employees shall be paid the following annual salary on and from the first full pay period commencing after the dates specified in the tables at clauses 3.3 and 4.1 below (as applicable), regardless of aircraft type operated on.

**3.2** The parties to this Agreement agree that any future wage increase in a renegotiated agreement to replace this Agreement will operate no earlier than 16 June 2026 and will have no retrospective application prior to 16 June 2026.

**3.3** The salary rates applicable during the operation of this Agreement for employees of QCCA and employees of Qantas Airways Limited employed on or after 17 December 2007, as set out in the table below:

	5-Apr 2022	<b>18-Jun 2023</b>	1-Jul 2023	<b>18-Jun 2024</b>	1-Jul 2024	1-Nov 2024	16-Jun 2025
Trainee Flight Attendant	\$43,639	\$44,948.17	\$44,948.17	\$46,296.62	\$46,358.00	\$62,910.68	\$64,798.00
Flight Attendant - Entry	\$46,337	\$47,975.20	\$50,731.20	\$50,731.20	\$52,634.40	\$67,056.48	\$69,068.17
Flight Attendant	\$47,264	\$48,681.92	\$50,731.20	\$50,731.20	\$52,634.40	\$68,424.72	\$70,477.46
Customer Service Supervisor	\$76,132	\$78,415.96	\$78,415.96	\$80,768.44	\$80,768.44	\$95,306.76	\$98,165.96
Customer Service Manager	\$96,896	\$99,802.88	\$99,802.88	\$102,796.97	\$102,796.97	\$119,244.49	\$122,821.82

Explanatory notes:

- The wage rate denoted to apply on 1 November 2024 will apply from the later of the first full pay period after 1 November 2024 or the first full pay period after the variation of this Agreement comes into operation.
- The table reflects actual increases applied since the approval of this Agreement on 29 March 2022, including wage policy changes and application of any externally required increases

### 3.3.1 Flight Attendant Classification Structure

- (a) For the purposes of clause 3.3 the Flight Attendant classification structure refers to the positions of Trainee Flight Attendant, Flight Attendant- Entry and Flight Attendant.
- (b) An employee classified as a Flight Attendant up to the date of approval of this Agreement by the Commission is classified as a Flight Attendant under the table above.
- (c) The following classification arrangements will apply to employees employed as a Flight Attendant after the date of approval of this Agreement by the Commission:
  - (i) An employee employed to perform the duties of a Flight Attendant will commence employment as a Trainee Flight Attendant;
  - (ii) On successful completion of training a Trainee Flight Attendant will move to the classification of "Flight Attendant- Entry"; and
  - (iii) After 12 months continuous service as a Flight Attendant — Entry, an employee will move to the classification of Flight Attendant.

*Note: The "Flight Attendant — Entry" classification does not apply to a flight attendant to whom clause 4 of Part B applies.*

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

3.3.3 The annual salary includes all payments and allowances other than those specified in clauses 3.6 —Incidentals Allowance, 3.8 — Ground and Training Duty Allowance, 3.12 — Higher Duties, and 22 – Languages. The annual salary covers all allowances for grooming, uniform maintenance, miscellaneous expenses and compensation for shift and public holiday loadings. Annual leave loading is also included in the annual salary.

### **3.4** Single Time Hourly Rate

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

(Applicable full-time annual salary ÷1560).

Note: These rates are set out in the table in clause 4.3 of Part B.

### **3.5** Additional Hourly Pay (AHP)

3.5.1 Additional hourly pay will be paid to cabin crew employees for each hour allocated in excess of the hours identified in the table below, unless adjusted in accordance with clause 3.13 or as a result of the exchange of duties (trip swapping) in accordance with clause 13.6.

<b>Roster type</b>	<b>56 day bid period</b>	<b>28 day bid period</b>
Flying line	225 hours	112.5 hours
Reserve line (awarded in accordance with clause 17.5)	200 hours	100 hours

3.5.2 The hourly rate of pay for those hours worked above the hours identified above will be at single time, calculated as in clause 3.4 above, prorated for time less than one hour as set out in the table at clause 4.3 of Part B.

3.5.3 AHP will be paid for all hours worked above 240 hours (for a 56 day bid period) and 120 (for a 28 day bid period); prorated for part time employees in accordance with the planned duty hours as outlined in clauses 6.2 and 6.3.

### **3.6** 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 \$4.08 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.

### 3.7 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 3.4 of Part B (**double time**).
- (b) When an employee's actual flight duty period exceeds fourteen hours, in addition to the payment outlined at 3.7(a), 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 (**double time and a half**).
- (c) When an employee's actual flight duty exceeds twenty hours, in addition to the payments outlined at 3.7(a) and 3.7(b), an additional payment of 30 minutes for each hour that the flight duty period exceeds twenty hours, prorated for time less than one hour, at the applicable rate of pay per hour, will be paid (**triple time**).

### 3.8 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 additional skills allowance of a minimum of \$85 per day. This clause does not relate to the provision of suitable duties.

### 3.9 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.

### 3.10 Superannuation

The Company 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.

If an employee does not choose a superannuation fund, the Company will request the Australian Taxation Office to advise if the employee has an existing superannuation fund ('**Stapled Fund**'), to which the Company will make superannuation contributions.

In the event that an employee does not choose a superannuation fund and does not have an existing Stapled Fund, the Company will make superannuation contributions to the Company's default superannuation fund, the Qantas Superannuation Plan (or its successor).

### 3.11 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, language allowances described in clause 22, and meal allowances described in clause 8 of Part A of this Agreement will be paid by the second pay date after the additional pay is triggered or claims (where applicable) are received.

On the 29th day of a 56 day bid period, an employee will be paid any additional hourly pay accrued in accordance with clause 3.5 in respect of the previous bid period. For 28 day bid periods, this process will occur 29 days after the end of the bid period. In either scenario, a negative pay adjustment may be made where an employee has rejected pay protection or has been removed from a duty in accordance with clause 3.13.

Where negative pay adjustments occur for the rejection of pay protection or removal from a duty in accordance with clause 3.13, it will only occur where the actual (or projected) hours allocated to the employee in a bid period are less than their planned roster hours from roster build for that bid period (excluding any hours reduced from the exchange of duties).

### **3.12 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.

### **3.13 Removal (or dropping of duties) or pay protection**

3.13.1 Where an employee who:

- (a) Fails to meet or fulfill a recognised responsibility;
- (b) Fails to provide a medical certificate as provided in Clause 25.7; or
- (c) Proceeds on unpaid leave for any day

the following will apply:

When an employee is deemed unavailable for the first day of the duty from which he/she was removed and for any subsequent day of such, 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.

The employee does not accrue either projected hours or hours for additional hourly pay during the period of unavailability.

The employee's company maximum hours, projected hours and hours for the purpose of triggering additional hourly pay (under clause 3.5) must be adjusted by deducting the duty hour credits lost due to unavailability. The duty hour credits lost are the applicable duty hour credits value of the duty divided by the days of such duty multiplied by the days of unavailability.

For the purposes of this clause, the employee's projected hours for the purposes of triggering additional hourly pay (under clause 3.5) are reduced by deducting 220 (the average line value) divided by 38 for each day of such unavailability.



This may result in a negative pay adjustment as outlined in clause 3.11.

3.13.2 Where an employee:

- (a) requests, with the approval of the Company, to remove (or drop) pattern/s down to 165 hours per 56 day bid period for a full time employee, 124 hours for 75% part-time employees and 83 hours for 50% part-time employees; or
- (b) rejects or elects to drop pay protection (recoverable hours) under clause 16,

the employee's company maximum hours, projected hours and hours for the purpose of triggering additional hourly pay (under clause 3.5) must be adjusted by the hours dropped.

This may result in a negative pay adjustment as outlined in clause 3.11.

**3.14** Recovery of overpaid hours

Where an employee has been paid for duties that have been removed or dropped in accordance with clause 3.13, after the day 29 adjustment provided for in clause 3.11, 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 day 29 adjustment.

The process prescribed, continues, unless otherwise agreed between the employee and the Company, until the outstanding overpayment is extinguished.

**4. PAY FOR EMPLOYEES OF QANTAS AIRWAYS LIMITED EMPLOYED PRIOR TO 17 DECEMBER 2007**

**4.1** Employees of Qantas employed prior to 17 December 2007 will receive a salary as set out in the following table in lieu of the salary specified in the table in clause 3.3 of Part B:

	<b>5-Apr 2022</b>	<b>18-Jun 2023</b>	<b>1-Jul 2023</b>	<b>18-Jun 2024</b>	<b>1-Jul 2024</b>	<b>1-Nov 2024</b>	<b>16-Jun 2025</b>
Trainee Flight Attendant	\$27.9738	\$28.8129	\$29.6773	\$29.6773	\$29.7167	\$40.3274	\$41.5372
Flight Attendant - Entry	\$29.7033	\$30.7533	\$32.5200	\$32.5200	\$33.7400	\$42.9849	\$44.2745
Flight Attendant	\$30.2973	\$31.2064	\$32.5200	\$32.5200	\$33.7400	\$43.8620	\$45.1779
Customer Service Supervisor	\$48.8029	\$50.2666	\$51.7746	\$51.7746	\$51.7746	\$61.0941	\$62.9269
Customer Service Manager	\$62.1131	\$63.9762	\$65.8955	\$65.8955	\$65.8955	\$76.4388	\$78.7319

	<b>5-Apr 2022</b>	<b>18-Jun 2023</b>	<b>18-Jun 2024</b>	<b>16-Jun 2025</b>
Flight Attendant Base	\$47,264	\$48,681.92	\$50,142.38	\$51,646.65
Flight Attendant Supplementary Payment	\$41,089	\$42,321.67	\$43,591.32	\$44,899.06
<b>Flight Attendant Total Salary</b>	<b>\$88,352</b>	<b>\$91,003.59</b>	<b>\$93,733.70</b>	<b>\$96,545.71</b>
Customer Service Supervisor Base	\$76,132	\$78,415.96	\$80,768.44	\$83,191.49
Customer Service Supervisor Supplementary Payment	\$24,990	\$25,739.70	\$26,511.89	\$27,307.25
<b>Customer Service Supervisor Total Salary</b>	<b>\$101,122</b>	<b>\$104,155.66</b>	<b>\$107,280.33</b>	<b>\$110,498.74</b>
Customer Service Manager Base	\$96,896	\$99,802.88	\$102,796.97	\$105,880.88
Customer Service Manager Supplementary Payment	\$19,357	\$19,937.71	\$20,535.84	\$21,151.92
<b>Customer Service Manager Total Salary</b>	<b>\$116,253</b>	<b>\$119,740.59</b>	<b>\$123,332.81</b>	<b>\$127,032.80</b>

Note: For Qantas employees who commenced employment under *Flight Attendants' Association of Australia - Short Haul Division (Qantas Airways Limited) Enterprise Agreement 10* (or any predecessor instrument) who transfer to work under the *Flight Attendants' Association of Australia, Qantas Airways Limited and QF Cabin Crew Australia Pty Limited Enterprise Agreement 2022 (EBA11)* (or any predecessor instrument) under a swap course arrangement, the salary set out at 4.1 will apply.

- 4.2** Subject to the Pay Calculations 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, except for the calculation of overtime penalty rates and additional hourly pay which is as set out at 4.3 below.
- 4.3** For the calculation of overtime penalty rates under clause 3.7 of Part B or additional hourly pay under clause 3.5 of Part B, the hourly rate of pay is:

Explanatory Note:

- The hourly rate denoted to apply on 1 November 2024 will apply from the later of the first full pay period after 1 November 2024 or the first full pay period after the variation of this Agreement comes into operation.

## **5. 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.

### **5.1 Stage 1**

- (a) The employee must inform his or her manager. This may be done verbally and/or in writing setting out the grounds on which the complaint is based.
- (b) The 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.

### **5.2 Stage 2**

- (a) If the employee is dissatisfied with the manager 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
- (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.

### **5.3 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.

#### **5.4** 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.

#### **5.5** Referral to the Fair Work Commission for conciliation only

- (a) If a matter has been progressed to the end of Stage 3 under this procedure, and it has not been resolved to the satisfaction of both parties, either party to the grievance may refer it to the Commission.
- (b) Where a grievance is referred to the Commission, the Commission can only take the action referred to in clause 9.4.1 of Part A of this Agreement (and can take no other action).
- (c) The parties are entitled to be represented including by legal representatives in any conciliation conference.

### **6. PERMANENT PART-TIME EMPLOYMENT**

**6.1** The hours of work for permanent part-time employee will be either 50% or 75% of a full-time employee.

**6.2** Planned duty hours of a permanent part-time employee who is required to work 50% of the full-time roster, will be up to one hundred and twenty (120) hours each fifty six (56) day roster period, with the average line hours for each roster period to be approximately one hundred and ten (110) hours.

**6.3** Planned duty hours of a permanent part-time employee who is required to work 75% of the full-time roster, will be up to one hundred and eighty (180) hours each fifty six (56) day roster period, with the average line hours for each roster period to be approximately one hundred and sixty five (165) hours.

**6.4** Notwithstanding clauses 3.3, 3.4 or 4.1 of Part B, as applicable, a permanent part-time employee will be paid the appropriate pro-rated rate of the annual salary of a full-time flight attendant for the term of the permanent part-time appointment. For example, if a flight attendant is employed on a permanent part-time basis, planned to work 50% of standard hours that a full-time flight attendant would work, then such flight attendant will receive 50% of the annual salary of a full-time flight attendant.

**6.5** Notwithstanding clause 3.5 of Part B a permanent part-time employee who works 50% of the full-time roster will be entitled to additional hourly pay for all hours worked in excess of:

6.5.1 one hundred and twenty (120) when allocated a flying line;

6.5.2 one hundred (100) when awarded a reserve line in accordance with 17.5 of Part B.

The hourly rate of pay for these hours will be at single time calculated in accordance with clause 3.4 of Part B.

**6.6** Notwithstanding clause 3.5 of Part B of this Agreement a permanent part-time employee who works 75% of the full-time roster will be entitled to additional hourly pay for all hours worked in excess of:

6.6.1 one hundred and eighty (180) when allocated a flying line;

6.6.2 one hundred and fifty (150) when awarded a reserve line in accordance with clause 17.5 of Part B.

The hourly rate of pay for these hours will be at single time calculated in accordance with clause 3.4 of Part B.

**6.7** A permanent part-time employee will be paid Incidentals Allowance at the same rate as for full-time employees in the same category for each block hour operated, in accordance with clause 3.6 of Part B.

**6.8** A permanent part-time employee is entitled to 18 calendar days off at home base in each fifty six (56) day roster period.

**6.9** Part-time employees will be entitled to paid personal and long service leave on a pro-rata basis. Long service leave will be subject to applicable legislation.

**6.10** Part-time employees will receive 42 consecutive days free of duty in every 12 month period. This will comprise:

(a) 21 days annual leave and 21 unpaid unavailable days for employees working 50% of the full-time hours; and

(b) 31.5 days annual leave and 10.5 unpaid unavailable days for employees working 75% of full-time hours.

**6.11** A permanent part-time employee will accrue and take long service leave in accordance with clause 27 of Part B and Company policy.

**6.12** A permanent part-time employee will have access to the same period of parental leave as full-time employees. The status of employees shall be determined as at the date of commencement of parental leave.

**6.13** For the purpose of benefits that are calculated on the hourly rate of pay the single time hourly rate for a permanent part-time employee will be calculated using the formula in clause 3.4 of Part B.

**6.14** Applications for permanent part-time positions will only be considered by the Company after the completion of the employee's probationary employment period.

**6.15** Refer to Schedule 4 for rostering parameters for part time employees.

**6.16** Defined superannuation benefits - Qantas employees who transfer from full time to part time

Superannuation provisions that apply for part-time employees who transfer from full-time to part-time employment will 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.*

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

#### **6.17** Return to Full-Time or change to part time status

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 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.

Part-time crew members may apply for a change in their part time status (from 50% to 75% or 75% to 50%) at any time after completing a minimum 6 month period in their part-time crew member status. 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 available to swap positions with a part time member at the different part time status, i.e. the 75% part time crew member becomes 50% part-time and the 50% part-time crew member becomes 75% part time crew member.

For compassionate reasons, a part-time employee 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. Nothing in this clause prevents the Company from otherwise agreeing that a part-time employee can become a full-time employee, and vice versa.

### **7. CASUAL EMPLOYMENT**

**7.1** Cabin Crew may be employed on a casual basis to meet the Company's unplanned operational requirements.

**7.2** 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.

**7.3** For each duty period a casual employee is entitled to a minimum payment of four hours' work.

**7.4** 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.

### **8. CONTACTABILITY**

#### **8.1 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 the Company.

Any changes to an employee's address and/or phone number must be lodged immediately with the Company.

An employee may wish to leave an alternate contact number for a nominated period of time. The change of number should be lodged with the Company.

Employees may be contacted by the Company at any time, excluding minimum rest periods. An employee should respond to telephone calls from the Company and make contact with the Company as applicable as soon as a message is received.

## **8.2 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.

Employees must be contactable by Qantas and QCCA on any 'A' days and immediately during any standby periods subject to 8.3 below.

## **8.3 Contactability-for the purpose of assigning a duty or pattern during Available Span (AV Span), Reserve Line or for Pay Protection**

On an 'A' day at home base, crew must remain contactable during 0900 - 1100 and 1600 - 2100. Qantas/QCCA will make contact up to 1100 or 2100 to offer or assign a duty.

All assignments will require a minimum of 8 hours' notice commencing from either 1100 or 2100:

- 0900 to 1100 (8 hours from completion of period, ie. 0900+10 hrs, 1100+8 hrs)
- 1600 to 2100 (8 hours from completion of period, ie. 2100+8 hrs, 1600+13 hrs)

If an employee fails to be contactable during these times, they will forgo the minimum 8 hours' notice and it will be considered to have commenced from either 1100 or 2100 (whichever contactable period Qantas/QCCA attempted to make contact).

Once an employee has accepted a duty, the employee is no longer required to be contactable during these periods, including where an employee accepts a duty for the A day earlier or outside these the contact periods.

## **8.4 Contactability Upline**

Whilst away from base on duty (upline), employees wishing to leave the slip port (or go off station) 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 and in accordance with any contactability requirements.

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.

## **9. ROSTER PERIODS AND HOURS**

- 9.1** The hours (including the hours for additional hourly pay), available spans and days off associated with roster periods stated throughout this agreement are based on roster periods of 56 days' duration and will be pro-rated for 28 day roster periods, as set out in Schedule 8 or where otherwise specified in this Agreement. Roster periods will commence at 28 days duration. The Association will be consulted prior to any decision to implement a 56 day roster period.
- 9.2** 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.
- 9.3** 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.
- 9.4** 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.
- 9.5** A notional day for the calculation of Personal Leave is the average line hours of 220 divided by 38.
- 9.6** Where an employee elects to drop or reject pay protection in accordance with the provisions of clause 16 the duty hour credit value of the pay protection 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, is not required to be offset by the employee.
- 9.7** Where an employee is assigned duty hour credits above the company maximum, the Company will remove pattern(s) to reduce the projected hours below the company maximum. In these circumstances, the difference between the new total and the Company maximum is available to be offset by the employee.
- 9.8** Duty hour credits
- 9.8.1 In calculating the duty hour credits for a pattern either the credits accrued under clause 9.8.2(a) or the credits accrued under clause 9.8.3(a), whichever is the greater, apply.
- 9.8.2 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.
- 9.8.3 Elapsed time credit (away from home base credit)
- (a) 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.
- 9.9** Following consultation with the Association, reasonable special arrangements for roster periods and hours may be implemented to meet unforeseen operational circumstances not accommodated by this Agreement.

## **10. DUTY PERIOD LIMITATIONS**

- 10.1** 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.



- 10.2** 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.
- 10.3** For each planned hour of flight duty an employee accrues one duty hour credit, prorated for time less than one hour.
- 10.4** Duty Period Limitations will be as follows:

<b>Duty Type</b>	<b>Planned</b>	<b>Unplanned</b>
Non-flying	10:00hrs	
Standby*	12:00hrs	12:00hrs
Pure Operating — Multi Sector	14:00hrs	20:00hrs
Pure Operating — Single Sector ≤20 hours	20:00hrs	20:00hrs
Pure Operating – Single Sector >20 hours	24:00hrs	26:00hrs
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.

- 10.5** On a case by case basis, the Planned and Unplanned limits may be extended by agreement between Qantas/QCCA and an employee
- 10.6** 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.
- 10.7** 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 10.4 above.
- 10.8** Following consultation with the Association, reasonable special arrangements for duty period limitations may be implemented to meet unforeseen operational circumstances not accommodated by this Agreement.

## 11. DEADHEAD DUTY

- 11.1** Deadhead sector/s may occur at any stage during a duty period.
- 11.2** 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.
- 11.3** An employee deadheading on other carriers will be booked in economy class and there will be no entitlement to an upgrade.
- 11.4** Whilst deadheading, an employee may be required for operational purposes and must have their uniform available.

## 12. REST PERIODS

### 12.1 Upline Rest

The minimum rest period within a pattern after a flight duty period will be:

<b>Planned Duty Period</b>	<b>Minimum Planned Rest</b>	<b>Minimum Unplanned Rest</b>
0 to 14 hours	12 hours	10 hours
> 14 hours	24 hours	18 hours
>18 hours single sector	50 hours	24 hours
>20 hours single sector	60 hours	44 hours

### 12.2 Home Base Rest

The minimum rest period at home base after completion of a pattern will be:

<b>Duty Type</b>	<b>Planned</b>	<b>Unplanned</b>
Non-flying	Z day	Z day
Standby	12:00hrs	12:00hrs
1-day pattern	Z day	Z day
2-day pattern	Z day	Z day
3-day pattern	Z day	Z day
4-day pattern	36:00hrs	Z day
5 day or more	48:00hrs	36:00hrs
Pattern including a >18 hour single sector duty	3 calendar days	48:00hrs
Pattern including >20 hour single sector duty	4 calendar days	96:00 hrs

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.

Z day means a day wholly for minimum rest which has not already been designated as a designated duty free day.

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.

### **12.3** Reduced rest periods on single sectors >18 hours

12.3.1 Pure deadheading sectors on single sectors greater than 18 hours can be planned to 24 hours minimum rest. Where the minimum rest is planned to 24 hours in accordance with this subclause, the Company will confirm book the highest class available (in accordance with this Agreement) at the point the pattern is built.

12.3.2 When this occurs or when otherwise an employee's actual rest period is reduced below the planned minimum specified in clause 12.1 for single sectors greater than 18 hours, he/she must receive an additional payment of one hour at single time (clause 4.3) for each hour that the rest period is reduced below the planned minimum prorated for time less than one hour at his/her applicable rate of pay per duty hour credit.

### **12.4** Rest breaks within operating flight duty periods

12.4.1 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. The Customer Service Manager will ensure that the block of rest is able to be taken as specified in 12.4.3 and 12.4.4 as far as practicable. Rest may be taken in the air or on the ground.

12.4.2 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, as far as practicable, must commence a further rest break of 20 minutes, such rest break to be included in the duty period or otherwise in accordance with 12.4.3.

12.4.3 Where an employee has a single sector duty in excess of 15 hours and less than or equal to 20 hours, as far as practicable, taking into consideration service requirements and the views of operating crew, an employee should have a block of three (3) hours of inflight rest.

12.4.4 Where an employee has a single sector duty in excess of 20 hours, as far as practicable, taking into consideration service requirements and the views of operating crew, an employee should have a block of four (4) hours of inflight rest.

12.4.5 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 will comprise of curtained economy class seating or for the B787-9 the crew rest seats as fitted.

- 12.4.6 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 (excluding the B787-9 which will comprise of curtained bunks and crew rest seats as fitted). The number of bunks available must be determined with reference to the number of employees and the timing of periods of rest.

**12.5 Consultation**

Following consultation with the Association, reasonable special arrangements for rest periods may be implemented to unforeseen operational circumstances not accommodated by this Agreement.

**13. ALLOCATION OF WORK**

**13.1** Employees will be allocated rosters on a fair share basis.

**13.2** Employees will be allocated a roster which may comprise of flying patterns, reserve and/or available spans (AV span) (or ground duties or leave days in accordance with this Agreement).

**13.3** Employees 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.

**13.4** Employees must be contactable during their available span or reserve line as specified in clause 8.3.

**13.5** Qantas/QCCA has implemented a fair share roster system which allows employees to express roster preferences. Employees will be provided with information on the preference options and parameters. The P&S Scheduling Committee may review the parameters. Employees are not guaranteed their preferences in roster construction and awarding of preferences will be subject to operational requirements and at Qantas/QCCA's absolute discretion.

**13.6 Exchange of rostered duties**

Flight attendants may exchange duties and days off between themselves with the agreement of the Company, provided:

- a) there is no reduction in operational coverage; and
- b) there is no additional cost to the Company.

**14. GROUND DUTY**

**14.1** Ground duties will normally be planned on an employee's roster or may be allocated to an employee on an available day(s).

**14.2** A Ground Duty may be up to 10 hours duration from sign-on to sign-off and will not attract overtime payments.

**14.3 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.

## **15. OPEN TIME**

- 15.1** Patterns and ground duties which are not included in a roster or any pattern or ground duty which becomes available, including for sick/carers leave reasons, becomes Open Time.
- 15.2** Open Time allocation will be determined by Qantas/QCCA on the day, taking into account an employee's projected hours for the roster period. Operations will determine which employee is assigned open time taking into consideration each employee's projected hours for the roster period.
- 15.3** Open Time will be allocated by Qantas/QCCA to an employee on an available span or a reserve line holder on an available day or otherwise to an employee on an available day.
- 15.4** Open Time, where practicable and subject to operational requirements, should be allocated to crew bidding for additional hours in the first instance, then crew offsetting pay protection (reassignable hours) and then crew trading patterns or hours.

## **16. REASSIGNABLE HOURS AND PAY PROTECTION**

- 16.1** On return from sick/carer's 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 21 days (offset period), 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 (e.g. stand-by or ground duties).

- 16.2** Where the reassignable hours arising as a result of an operational disruption or change are less than 5 hours, and have not arisen nor been reduced below 5 hours as a result of any form of unplanned leave (including personal sick leave), Qantas/QCCA will not seek to reassign these hours, and Fixed Pay Protection will apply. Any assignment of a duty against offsettable pay protection which results in any residual hours of less than 5 hours, will have Fixed Pay Protection applied, excluding for AV spans.
- 16.3** Any rejected pay protected 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 3.5 of Part B or planned roster period limitations as per clause 10 of Part B. If an employee loses duties through downline disruption, pattern changes or cancellations, annual leave or long service leave Qantas/QCCA may reassign an employee's duties in accordance with clause 9.3. Pay protection under this subclause ceases on day 56 of the bid period where the loss of duties occurs.
- 16.4** Open time may be allocated to an employee with pay protection but must not project him/her to exceed the Company maximum hours or conflict with any pattern of his/her rostered duties or conflict with minimum base turnaround time.

**16.5** The employee may decline to accept the assigned pattern or other duty and by so doing drops all of the pay protected hours for that occasion in accordance 3.11.

**16.6** Pay protection may be removed by the employee in accordance with clause 3.13 at any time within the period it is offsetable.

**17. RESERVE, AVAILABLE SPANS AND STAND-BY DUTIES**

**17.1** Employees (other than an employee awarded a reserve line in accordance with clause 17.5) may be rostered an available span(s) of five (5) consecutive available (AV) days followed by two (2) designated days off ("X days"). The duty hour credit for an available span will be calculated on the basis of the planning divisor of 220 hours / 38 x the number of available days which will be offset by the assignment of flying duties.

**17.2** Where available spans are rostered, Qantas/QCCA will plan to assign no more than the number of available spans set out in the table below to an employee.

<b>56 day bid period</b>	<b>28 day bid period</b>
Two (2) available spans per bid period	One (1) available span per bid period
Nine (9) available spans in any 6.5 consecutive bid periods	Nine (9) available spans in any 13 consecutive bid periods
In exceptional circumstances outside of the reasonable control of the Company, twelve (12) in any 6.5 consecutive bid periods	In exceptional circumstances outside of the reasonable control of the Company, twelve (12) in any 13 consecutive bid periods

**17.3** The Company may roster the two (2) days following an available span as either designated days off ("X days") or available days ("A days"), or a combination of these, at its discretion.

**17.4** Employees may bid for two AV Spans to be rostered in succession, without other duties rostered between the AV Spans. The Company may not assign two AV spans in succession within the same roster period, unless the employee has requested this.

**17.5** Employees who are assigned a duty during an AV span that infringes a planned duty will not be required to offset the residual infringed hours. Qantas/QCCA will not seek to reassign these hours, and Fixed Pay Protection will apply. Employees who are assigned a duty during an AV span that infringes a planned duty or the minimum rest in clause 12 can only be required to offset the infringed hours in a single duty in accordance with clause 16 and the duty must commence within a bid period affected by the infringement.

**17.6 Reserve lines**

17.6.1 Employees may bid for a full reserve line.

17.6.2 Where reserve lines are operationally required, the Company will award full reserve lines over allocating available spans.

17.6.3 Reserve lines will be awarded to crew with the least number of available spans performed in the last 6 bid periods (for 56 day bid periods) or 12 bid periods (for 28 day bid periods).

17.6.4 An employee with leave, ground duties (excluding emergency procedures, security training, medical procedures training and company approved Health and Safety Representative ground duties) or carry in planned on their roster will only be awarded a reserve line at the Company's discretion.

- 17.6.5 Where an employee is awarded a full reserve line, the employee will be paid additional hourly pay in accordance with clause 3.5 (or clauses 6.5.2 and 6.6.2 for part time employees).
- 17.6.6 One full reserve line will be treated as 8 available spans (for a 56 day bid period) or 4 available spans (for a 28 day bid period), for the purpose of the consecutive bid period assessment referred to in clause 17.2.
- 17.7** Standby duty may be assigned to an employee on available days (A days) or AV span.
- 17.8** 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 120 minutes; however, crew should make themselves available for sign-on as soon as possible after call-out.
- 17.9** During standby periods, employees can be called to operate ULR sectors (sectors planned greater than 20 hours) during the first four hours of the standby period only. In addition, employees may only be called to operate ULR sectors that depart up to 6 hours from the commencement of the standby period.
- 17.10** 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.
- 17.11** 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.
- 17.12** 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.
- 17.13** Following consultation with the Association, reasonable special arrangements for reserve and standby duties may be implemented to meet unforeseen operational circumstances not accommodated by this Agreement.
- 18. DAYS OFF**
- 18.1** Employees will be entitled to 18 designated duty free days at home base in each 56 day roster period.
- 18.2** A designated duty free day may be disrupted as a result of disruption whilst on a trip that the employee is operating or planned to operate 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 or available span.
- 18.3** Where an employee has a designated duty free day 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.
- 18.4** Rest periods at home base and days off may overlap.

## **19. TRANSPORT**

**19.1** 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 19.3 and the distance between the airport and the employee's home (subclause 19.5). An entitlement will only apply where the tests established in both subclauses 19.3 and 19.5 are met. This entitlement will apply to:

- (a) Transport to home from the airport that is the employee's base of employment;  
or
- (b) Transport to home where the employee is domiciled in another city with an existing transport boundary as set out in Schedule 1 of this Agreement.

**19.2** 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.

**19.3** Duty Eligibility

### **Commencement of a trip**

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;
- when called from standby within three hours of departure; or
- A planned duty containing any single sector duty greater than 20 hours. Home transport must be provided both ways.

### **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;
- when called from standby within 120 minutes of departure for the departing flight ex home base;
- A planned duty greater than 10 hours on an A330 where more than two hours of the duty are between the hours of 0100 and 0430 (in to home base). Home transport must be provided both ways; or
- A planned or unplanned duty containing any single sector duty greater than 20 hours. Home transport must be provided both ways.

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.

#### **19.4** 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.

**19.5** Transport boundaries are outlined in Schedule 1 to this Agreement.

**19.6** Following consultation with the Association, reasonable special arrangements for transport may be implemented to meet unforeseen operational circumstances not accommodated by this Agreement.

### **20. UPLINE DISRUPTION MANAGEMENT**

**20.1** Once an employee has reported for duty, planned duties may be extended in accordance with clause 10, other duties substituted or otherwise altered in accordance with the provisions of the Agreement at the discretion of the Company for operational or other business reasons.

**20.2** The Company may displace an employee from any duty and assign another duty.

**20.3** Where an employees' planned duties are altered in accordance with this clause, the unplanned rest provisions applicable to the actual duty performed will apply. If the actual rest falls below what the unplanned minimum rest provisions applicable to the original planned duty then the employee must receive an additional payment of one hour at single time (clause 4.3) for each hour that the rest period is reduced from the original unplanned minimum rest except as provided for in clause 12.3.2.

**20.4** During all operational disruptions, employees must be readily contactable by Qantas/QCCA as required and be prepared for alternative duties.

**20.5** The employee may be extended into additional days away from Home Base and or extended into Days Off.

## **21. UNIFORMS**

**21.1** 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.

**21.2** 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 panty-hose or three pairs of an agreed brand of supporting hose each two months. Employees must be issued with an overnight bag.

**21.3** Uniforms must be laundered by Qantas/QCCA at the Qantas/QCCA expense.

**21.4** 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.

## **22. LANGUAGES**

**22.1** Employees employed with a Qantas/QCCA nominated language skill will be required to maintain their nominated language skill proficiency, subject to the transitional arrangements outlined in Schedule 7 for Qantas employees employed prior to 17 December 2007.

**22.2** 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. However an employee with more than two (2) years' service in any classification under this Agreement may elect to have up to 60% of their roster as a language line. The administration arrangements for this election will be determined by Qantas/QCCA and communicated to employees.

**22.3** Language designation

22.3.1 Nominated languages will be 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.

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

**22.4** Language allowances

22.4.1 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.

22.4.2 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.

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

### **23. RELOCATION EXPENSES**

**23.1** 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 subclause applies whether the transfer is permanent or temporary, as long as the actual period of transfer (whether known at the time of initial transfer or not) exceeds six months.

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

### **24. ANNUAL LEAVE**

**24.1** 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).

**24.2** To facilitate employees taking 42 consecutive days of paid leave, the Company has implemented a system to allow for employees to express preferences for the bulk allocation of leave.

**24.3** 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.

**24.4** When on annual leave an employee will be paid the applicable rate of salary.

**24.5** Annual leave must not be allowed to accumulate for more than two years, subject to the provisions of the FW Act.

**24.6** The Company can direct leave to be taken subject to the FW Act.

**24.7** 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.

### **24.8 Cashing out of Annual Leave**

24.8.1 Subject to clause 24.8.2, the employee and the Company may agree that the employee forego part of his or her entitlement to annual leave in exchange for equivalent payment at the rate which would have applied had leave been taken.

24.8.2 The following criteria apply to the cashing out of annual leave:

- (a) The Company agrees in writing to a request in writing by an employee to cash out annual leave; and
- (b) the employee has an accrued annual leave entitlement greater than 4 weeks; and
- (c) the employee's remaining annual leave entitlement once leave has been cashed out is not less than four weeks leave; and

- (d) each instance of cashing out of annual leave must be a separate written agreement between the Company and employee.

## **25. PERSONAL/CARER'S LEAVE**

### **25.1 Definitions**

**Immediate family** includes:

- a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee

**Member of the employee's household** means a person who resides full-time in the same domicile as the employee

**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).

### **25.2 Entitlement**

An employee, except a casual employee, may take paid personal/carer's leave if leave is taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury affecting the employee (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 personal injury affecting the member, or
  - an unexpected emergency affecting the member (carer's leave)

**25.3** An employee, except a casual employee, is entitled to 10 days of sick/carers leave 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).

**25.4** Approved sick leave and carers leave will be deducted from credited leave. Sick leave and carers leave not taken will accrue.

**25.5** The entitlement to carers 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.

**25.6** 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**

- 25.7** 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.
- 25.8** 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
- 25.9** 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.
- 25.10** An employee resuming duty after any period of sick leave must advise the Company on the day preceding the return to duty.
- 25.11** 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.
- 25.12** The employee agrees to undergo any reasonable medical examination or testing if and when required by the Company.
- 25.13** If an employee is receiving workers' compensation payments, he or she is not entitled to paid sick leave.
- 25.14** 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 be re-credited the annual leave for the period of the illness and the illness must be treated as sick leave for pay and accrual purposes.
- 25.15** 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.
- 25.16** 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.
- 25.17** In addition to the above accruable sick leave, a flight attendant is entitled to the one (1) non-accruable sick leave credited on the flight attendant's anniversary date for sickness associated with Upper Respiratory Tract Infection Leave (URTI) with the production of a medical certificate.

## **CARER'S LEAVE**

- 25.18** 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:
- (d) the employee being responsible for the care and support of the person concerned: and

- (e) the person concerned being either:
  - a member of the employee's immediate family; or
  - a members of the employee's household; and
- (f) the immediate family or household member requires care or support because of a personal illness or injury or an unexpected emergency, affecting the member.

An employee is entitled to use accumulated leave for the purposes of carer's leave if the employee's current year's carer's leave entitlement has been exhausted.

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.

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

**25.20** 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 the Company 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.

**25.21** If it is not practicable for the employee to give prior notice of the absence, the employee must notify Qantas/QCCA by telephone of the absence at the first opportunity on the day of absence.

**25.22** 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 if the employee has exhausted his or her paid personal leave entitlement.

## **26. COMPASSIONATE LEAVE**

**26.1** An employee is entitled to up to two days compassionate leave per permissible 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
- 26.1.2 after the death of a member of the employee's immediate family or a member of the employee's household;
- 26.1.3 when a child is stillborn (as defined in the FW Act), where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or

26.1.4 when the employee, or the employee's spouse or de facto partner (not a former spouse or former de facto partner), has a miscarriage.

**26.2** In addition to the two days compassionate leave provided for in clause 26.1 above an employee is entitled to use:

- (a) up to one day's personal leave per permissible occasion, and
- (b) in addition to the one day's leave in subclause 26.2 (a) above, up to a further two days personal leave as additional compassionate leave on each occasion of the death of a member of the employee's immediate family or household outside Australia.

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

**26.4** Employees must produce satisfactory evidence of the illness, injury or death, in accordance with the FW Act

## **27. LONG SERVICE LEAVE**

**27.1** 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 the Company with 10 or more years' service.

**27.2** The provisions of this clause are subject to applicable legislation.

**27.3** 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).

## **28. PARENTAL LEAVE**

**28.1** Subject to the terms of this clause cabin crew are entitled to parental leave in connection with the birth or adoption of a child.

**28.2** Definitions

For the purposes of this clause:

28.2.1 **child** means:

- (a) for the purposes of birth related leave, only a child of the employee or the employee's spouse under the age of one year;
- (b) for the purposes of adoption related leave, a person under the age of sixteen years who is placed with the employee for the purposes of adoption. This does not include a child or step-child of the employee or of the spouse of the employee; or a child who has previously lived continuously with the employee for a period of six months or more.

- 28.2.2 **spouse** includes a de facto or a former spouse, or a former de facto spouse.
- 28.2.3 **birth related leave** means leave taken in association with the birth of a child.
- 28.2.4 **adoption** related leave means leave taken in association with the placement of a child for adoption.
- 28.2.5 **parental leave** includes birth related and adoption related leave.

### **28.3 Basic entitlement**

- 28.3.1 An employee with at least 12 months' continuous service is entitled to take up to 52 weeks unpaid parental leave, which may be taken in one or two periods, subject to clause 28.3.2 below. An employee may apply for a further period of up to 52 weeks parental leave which may be approved subject to operational requirements. For the purpose of the entitlement to unpaid parental leave in this clause 28.3.1, the date at which an employee will have completed 12 months' continuous service is calculated at:
- (a) if the leave is birth-related leave starting before the birth of the child, the expected date of birth of the child; or
- (b) in any other case – the date on which the employee's period of leave is to start.
- 28.3.2 An employee entitled to unpaid parental leave in accordance with clause 28.3.1 above may take up to 100 days of such unpaid parental leave as:
- (a) a single continuous period of one or more days; or
- (b) separate periods of one or more days each.
- 28.3.3 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.
- 28.3.4 Parental leave may only be taken by the employee in circumstances where the employee will have responsibility for the care of the child.
- 28.3.5 Clauses 28.1 to 28.6 and 28.9, excluding the references to adoption leave, have effect in relation to an employee if:
- (a) A child is stillborn (as defined by the FW Act); and
- (b) the employee would have been entitled to birth related leave if the child had been born alive.

### **28.4 Return to work after parental leave**

- 28.4.1 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.
- 28.4.2 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.

### **28.5 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.

## **28.6 Notice requirements for Parental Leave**

### 28.6.1 Birth related leave

28.6.1.1 A pregnant employee intending to take birth related leave must, at least 10 weeks prior to each proposed period of leave (or if that is not practicable, as soon as practicable), provide the Company with a medical certificate issued by a medical practitioner. This certificate must indicate the expected confinement date, and be accompanied by a statutory declaration confirming.

- that the employee will have responsibility for care of the child;
- the intended first and last days of any associated paid leave;
- the particulars of any period of parental leave sought or taken by her spouse in relation to the birth; and
- that the employee will not engage in any conduct inconsistent with or her contract of employment while on parental leave.

28.6.1.2 An employee who has a pregnant spouse and is intending to take birth related leave must, at least 10 weeks prior to each proposed period of leave (or if that is not practicable, as soon as practicable), provide the Company with a medical certificate issued by a medical practitioner which names his/her spouse, confirms that his/her spouse is pregnant, and identifies the expected date of birth or the date on which the birth took place This certificate must be accompanied by a statutory declaration confirming.

- that the employee will have responsibility for care of the child;
- the particulars of any period of parental leave sought or taken by his/her spouse in relation to the birth;
- the intended first and last days of any associated paid leave; and
- that the employee will not engage in any conduct inconsistent with his contract of employment while on parental leave

### 28.6.2 Adoption related leave

28.6.2.1 If an employee intends to take adoption related leave at the time of placement of a child for adoption purposes, the employee must, as soon as the employee is aware of the expected date of placement, but no less than 14 days before the placement, give written notice to the Company of:

- (a) the date of placement; and

- (b) the date of the commencement of any period of adoption leave to be taken at the time of placement of the child.
- 28.6.2.2 Before taking adoption leave, an employee must provide the Company with:
- (a) 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
  - (b) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order; and
  - (c) in relation to any proposed period of adoption leave, a statutory declaration stating that:
    - the employee will have responsibility for care of the child;
    - particulars of any period of adoption leave sought or taken by the employee's spouse; and
    - for the period of adoption related leave the employee will not engage in any conduct inconsistent with his or her contract of employment.
- 28.6.2.3 If an employee intends to take adoption leave other than at the time of placement of the child, the employee must, at least ten weeks before the proposed date of commencement of that leave, give written notice to the Company of the date of commencement of the period of leave and the period of leave to be taken.
- 28.6.2.4 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.
- 28.6.2.5 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.
- 28.6.3 An employee is not in breach of the notice requirements set out in this clause because he or she fails to give the required notice for any of the following reasons:
- 28.6.3.1 the birth occurs earlier than the expected date;
- (a) in the case of the spouse of a pregnant employee proposing to take birth related leave, the mother of a child dies; or
  - (b) other compelling circumstances.

28.6.4 If an employee intends to take leave in accordance with clause 28.3.2 above, regardless of whether that leave is birth related leave or adoption related leave, he or she must:

28.6.4.1 give notice of the total number of days of leave he or she intends to take pursuant to clause 28.3.2:

- (a) at the same time as the notice given in accordance with clauses 28.6.1 or 28.6.2 (as applicable); or
- (b) otherwise, at least 10 weeks before taking such leave; and

28.6.4.2 give written notice of the day on which the employee proposes to take leave pursuant to clause 28.3.2:

- (a) at least 4 weeks before that day; or
- (b) if that is not practicable, as soon as practicable.

## **28.7 Paid parental leave**

Paid parental leave may be available to the extent as prescribed under Company policy as varied from time to time, or as otherwise provided for in this Agreement.

## **28.8 Requirement to cease flying**

28.8.1 A pregnant employee may commence parental leave at any stage of her pregnancy, provided that when becoming pregnant, that employee must cease flying no later than either.

28.8.1.1 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

28.8.1.2 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.

28.8.2 Ground Duties

Subject to the provisions of the FW Act,

- (a) A pregnant employee who, under the above clause, is required to cease flying will either commence parental 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 parental 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.

28.8.3 Duration of parental leave taken by a pregnant employee

- (a) Once commenced, parental leave taken by a pregnant employee may continue until no later than 24 months 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 FW Act.
- (c) Of the period of parental leave taken by a pregnant employee 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.

28.8.4 Rate of Payment for periods of certain Paid Parental Leave, Ground Duties and Payment in Lieu of Ground Duties

- (a) The rate of pay for the period of paid birth related leave provided for in 28.8.3(c) will be calculated by reference to the applicable salary rate in clause 3.3 of Part B (for QCCA employees and Qantas employees employed on or after 17 December 2007) and clause 4.1 of Part B (for Qantas employees employed prior to 17 December 2007 or Qantas employees who commenced employment under *Flight Attendants' Association of Australia – Short Haul Division (Qantas Airways Limited) Enterprise Agreement 10* (or any predecessor instrument), who transferred to work under the *Flight Attendants' Association of Australia, Qantas Airways Limited and QF Cabin Crew Australia Pty Limited Enterprise Agreement 2002* (EBA11) (or any predecessor instrument) under a swap course arrangement), prorated for part time employees. Allowances will not be paid.
- (b) Ground duties, or payment in lieu of ground duties made in accordance with this clause will be calculated by reference to the applicable salary rate in clause 3.3 of Part B (for QCCA employees and Qantas employees employed on or after 17 December 2007) and clause 4.1 of Part B (for Qantas employees employed prior to 17 December 2007 or Qantas employees who commenced employment under *Flight Attendants' Association of Australia – Short Haul Division (Qantas Airways Limited) Enterprise Agreement 10* (or any predecessor instrument), who transfer to work under the *Flight Attendants' Association of Australia, Qantas Airways Limited and QF Cabin Crew Australia Pty Limited*

*Enterprise Agreement 2002 (EBA11) (or any predecessor instrument) under a swap course arrangement), prorated for part time employees.*

## **28.9 Accrual of Service Benefits**

Effect of parental leave on employment

- (a) With the exception of clause 28.9 (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 but not otherwise.
- (d) parental leave does not break continuity of employment

## **29. JURY SERVICE**

**29.1** An employee must advise the Company as soon as possible of a requirement to attend jury service and the dates of attendance.

**29.2** Provided the employee complies with clause 29.3, he or she will continue to receive salary. The Company will deduct from the employee's salary any payment the employee has received for attendance at jury duty from the Court in respect of that attendance. The provisions of this clause do not apply to casual employees.

**29.3** At the completion of the jury service an employee must provide the Company with evidence of attendance that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled and the receipt for payment received from the Court.

## **30. INSURANCES**

### **30.1** 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 his or her normal salary rate 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.

### **30.2** 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 30.3 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.

### **30.3 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 to 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 \$275,519. 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; or
- 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 \$351,463.

- (b) Where an employee has a dependent 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.

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 \$155,000. 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 subclause 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.

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.

### **31. TERMINATION OF EMPLOYMENT**

#### **31.1** Length of notice

- (a) The employee's employment may be terminated by either the Company or by the employee, by providing the following period of notice in writing:

<b>Period of Service</b>	<b>Period of Notice</b>
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 the Company, 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 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.

- (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 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.

- (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

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 an employee that is not repaid prior to termination may be deducted from any payments made to the employee on termination, to the extent permitted by law.

### **32. 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.

### **33. SWAP COURSES**

In principle, swap courses for Qantas employees will be available in equal numbers to allow employees to transfer between EBA11 and the *Flight Attendants' Association of Australia – Short Haul Division (Qantas Airways Limited) Enterprise Agreement 9 (EBA9)* (or its successor) each financial year, provided they are transferring into the Flight Attendant category (regardless of their category immediately prior to the swap). The timing and sequencing of the swap courses will be determined by Qantas.

Where a Qantas employee, who must have been employed by Qantas since at least 17 December 2007, becomes covered by this Agreement as a result of a swap, he or she will be paid at the salary rate in clause 4.1 of Part B applicable to the Flight Attendant category (inclusive of the supplementary payment). Where a Qantas employee becomes covered by EBA9 (or its successor) as the result of a swap, he or she will be paid at the Flight Attendant

salary point commensurate with his or her years of service with Qantas. The date of commencement in a classification under EBA9 will be used as the basis for any future salary increments.

### 34. DEFINITIONS

For the purposes of this Agreement

**Allocated** means awarded or assigned

**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.

**Available span** or **AV span** means a span in a roster which contains planned sequences of available days and designated duty free days and may include days of approved leave and/or ground duties. The duty hour credit for an available span is calculated the basis of 220 hours / 38 x number of available days which will be offset by the assignment of flying duties.

**Awarded** means an obligation on an employee to perform a duty resulting from a bid or acceptance of an offer.

**Bid period** or **Roster period** means a fifty-six or twenty eight day period designated by the Company.

**Carry in** means for the purposes of reserve allocation is a pattern (including minimum base turnaround / home base rest) that commences in one bid period and finishes in the next bid period.

**Category** means an employee's classification.

**Company** means:

- (a) for Qantas employees – Qantas Airways Limited;
- (b) for QCCA employees – QF Cabin Crew Australia Pty Limited (and/or Qantas Airways Limited, where the operational context requires it).

**Commission** means the Fair Work Commission, or its successor.

**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.

**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.

**Family and Domestic Violence** means any violent act, or any ongoing threatening or abusive behaviour, directed against an employee, or dependent child of an employee, by the employee's spouse or domestic partner (current or former).

**Downline (or Upline) disruption** means when an employee's pattern is changed after the employee has reported for the pattern.

**Duty** means flight duty, available span, ground duty and 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 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 B of this Agreement.

**Fixed Pay Protection** means pay protected hours which an employee has no obligation to offset.

**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 including when it will be necessary for cabin crew to sign on earlier because of circumstances such as briefings on new products or service styles, safety briefings, certain special charter operations, changes to aircraft configurations, performance reviews.

**Flying line** means a line which contains planned sequences of patterns and designated duty free days and may include available spans, available days and/or days of approved leave and/or known ground duties.

**FW Act** means the *Fair Work Act 2009*(Cth), as amended from time to time.

**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.

**Pattern** means a flight duty period, or sequence of flight duty periods with intervening rest periods, commencing and completing at the employee's 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.

**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.

**Temporary or permanent part-time employee** means an employee who is planned by the Company to work up to 120 hours or 180 hours each 56 day period, in accordance with the rostering rules.

**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.

**Ultra Long Range Flying (ULR)** means a single sector planned for greater than 20 hours.

## **SCHEDULE 1 - TRANSPORT BOUNDARIES**

This Schedule 1 applies to all employees covered by this Agreement.

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, Kiama in the south (taking in Appin), and in the west, bounded by a hypothetical line taking in Glenorie, Penrith, Camden and Campbelltown.

An employee may use Sydney Trains/NSW TrainLink from Sydney International, Sydney Domestic and Mascot stations in lieu of a taxi where the cost of a one-way Sydney Trains/NSW TrainLink fare from Sydney International, Sydney Domestic or Mascot stations plus FBT is not greater than the cost of a taxi fare to the boundary.

3. Melbourne 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 Point Cook on Port Phillip Bay, then a hypothetical line taking in Werribee, Bacchus Marsh, Bullengarook, New Gisborne, Darraweit Guim, Wallan, Whittlesea, Nutfield, Wattle Glen, Kangaroo Ground, Warrandyte, Ringwood, Dandenong North, Heatherton and Sandringham to 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.

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.

## **SCHEDULE 2 - COMPULSORY REDUNDANCY ARRANGEMENTS**

This Schedule 2 applies to all employees covered by this Agreement.

### **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.

In this sub-clause, "service" includes continuous service as an employee in any classification covered by this agreement, whether employed by Qantas or QCCA or a combination of Qantas and QCCA.

### **PAY CALCULATION**

For the purposes of this Schedule, weekly "Pay" is calculated by:

For QCCA employees or Qantas employees who commenced employment with Qantas on or after 17 December 2007: by dividing the applicable annual salary rate in clause 3.3 of Part B by 1560, then multiplying by 30.

For Qantas employees who commenced employment with Qantas prior to 17 December 2007: by dividing the applicable annual salary in clause 4.1 of Part B by 1560, then multiplying by 30.

For Qantas employees who commenced employment under *Flight Attendants' Association of Australia – Short Haul Division (Qantas Airways Limited) Enterprise Agreement 10* (or any predecessor instrument), who transfer to work under the *Flight Attendants' Association of Australia, Qantas Airways Limited and QF Cabin Crew Australia Pty Limited Enterprise Agreement 2002* (EBA11) (or any predecessor instrument) under a swap course arrangement: by dividing the applicable annual salary in clause 4.1 of Part B by 1560, then multiplying by 30.

## **NOTICE PERIOD**

Notice will be in accordance with Clause 31 of Part B of this Agreement. The period of notice shall not commence until appeal rights have been exhausted.

## **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. 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.

### **B. Superannuation**

Superannuation payments will be as per Company Plan rules, plus full vesting of the Company's contributions with interest where not already applicable.

### **C. Preservation**

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

### **D. Employee Travel**

See Staff Travel Policy manual.

### **E. 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.

F. Company Certificate of Service

A statement of service will be issued to each redundant employee, indicating the employee's length of service and that he/she was retrenched from the Airline. This certificate can be collected from the Company on the employee's last day of employment.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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 retrenchees may apply for re-employment by the Company having regard to the above and his/her application would be considered on its merits.

L. 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 applies to all employees covered by this Agreement.

#### 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; Workplace Injury Management and Workers Compensation Act 1998
- VIC = Workers' Compensation Act 1958; Workplace Injury Rehabilitation and Compensation Act 2013
- QLD = Workers' Compensation and Rehabilitation Act 2003
- SA = Return to Work Act 2014
- WA = Workers' Compensation and Injury Management Act 1981
- TAS= Workers' Rehabilitation and Compensation Act 1988
- NT = Return to Work 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 (i.e 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.

### **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 or her 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.

## **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 or she may institute or any claim he or she 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

### SCHEDULE 4 – PART TIME

The following schedule outlines the rostering parameters for part time employees:

#### LEAVE ACCRUAL

Days	AL	PAL*	Personal	URTI
50%	21	21	7.5	1
75%	31.5	10.5	11.25	1

#### 56 DAY ROSTER VALUES

Hours	Average line hours	Min	Max	May elect to drop to***	X days	Y days**	A days	AHP trigger
FLH								
50%	110	NA	120	83	18	19	19	120
75%	165	NA	180	124	18	11	27	180
RLH								
50%	NA	NA	120	NA	18	19	19	100^
75%	NA	NA	180	NA	18	11	27	150^

#### 56 DAY ROSTER AV SPAN LIMITS

Limit	Per bid period	Any 6.5 consecutive bid periods	Exceptional circumstances outside the Company's reasonable control over 6.5 consecutive bid periods	Reserve line AV Span value
50%	1	5	6	4
75%	2	7	9	6

#### 28 DAY ROSTER VALUES

Hours	Average line hours	Min	Max	May elect to drop to***	X days	Y days**	A days	AHP trigger
FLH								
50%	55	NA	60	41.5	9	10	9	60
75%	82.5	NA	90	62	9	6	13	90
RLH								
50%	NA	NA	60	NA	9	10	9	50^
75%	NA	NA	90	NA	9	6	13	75^

#### 28 DAY ROSTER AV SPAN LIMITS

Limit	Per bid period	Any 13 consecutive bid periods	Exceptional circumstances outside the Company's reasonable control over 13 consecutive bid periods	Reserve line AV Span value
50%	1	5	6	2
75%	1	7	9	3

\* A "PAL" Day is an unavailable day that receives daily part time annual leave credit regardless of status i.e. 75% part time or 50% part time.

\*\* A "Y" day is a day free of duty from Company contactability obligations or assignment commencing on that day.

\*\*\* With the approval of the Company as per clause 3.13.2

^Only applies to reserve lines awarded in accordance with clause 17.5 of Part B. Refer to Schedule 7 for commencement details.

### SCHEDULE 5 – GUIDELINES FOR INFLIGHT MEALS

These guidelines are to be used by the Companies for employees covered by this Agreement, to assess the provision of inflight meals. These guidelines are dependent on both the departure time of the operating flight and the duration of that flight. This is summarised in the table below.

Flight Duration		Flight Departure		Meal 1	Meal 2	Meal 3
0:00	2:59	0:00	3:29	TOASTED SNK	NULL	NULL
0:00	2:59	3:30	10:00	BRKFAST/SNK	NULL	NULL
0:00	2:59	10:01	19:29	REFRESHMENT	NULL	NULL
0:00	2:59	19:30	23:59	TOASTED SNK	NULL	NULL
3:00	4:14	0.00	0:30	SUPPER	NULL	NULL
3:00	4:14	0:31	3:29	TOASTED SNK	NULL	NULL
3:00	4:14	3:30	10:00	BRKFAST SNK	NULL	NULL
3:00	4:14	10:01	23:29	REFRESHMENT	NULL	NULL
3:00	4:14	23:30	23:59	SUPPER	NULL	NULL
4:15	7:59	0:00	7:29	REFRESHMENT	BREAKFAST	NULL
4:15	7:59	7:30	12:59	REFRESHMENT	LUNCH	NULL
4:15	7:59	13:00	19:29	REFRESHMENT	DINNER	NULL
4:15	7:59	19:30	23:55	REFRESHMENT	SUPPER	NULL
4.15	7:59	23:56	23:59	REFRESHMENT	BREAKFAST	NULL
8:00	10:59	0:00	3:29	REFRESHMENT	TOASTED SNK	BREAKFAST
8:00	10:59	3:30	7:29	REFRESHMENT	BREAKFAST	LUNCH
8:00	10:59	7:30	12:59	REFRESHMENT	LUNCH	TOASTED SNK
8:00	10:59	13:00	16:59	REFRESHMENT	DINNER	TOASTED SNK
8:00	10:59	17.00	19:29	REFRESHMENT	DINNER	BREAKFAST SNK
8:00	10:59	19:30	22:30	REFRESHMENT	SUPPER	BREAKFAST SNK
8:00	10:59	22:31	23:55	REFRESHMENT	SUPPER	BREAKFAST
8:00	10:59	23:55	23:59	REFRESHMENT	TOASTED SNK	BREAKFAST
11:00	11:50	0:00	7:29	REFRESHMENT	BREAKFAST	LUNCH
11:00	11:50	7:30	12:59	REFRESHMENT	LUNCH	DINNER
11:00	11:50	13:00	19:29	REFRESHMENT	DINNER	BREAKFAST SNK
11:00	11:50	19:30	23:55	REFRESHMENT	SUPPER	BREAKFAST
11:00	11:50	23:56	23:59	REFRESHMENT	BREAKFAST	LUNCH
11:51	13:29	0:00	1:00	REFRESHMENT	SUPPER	BREAKFAST
11:51	13:29	1:01	7:29	REFRESHMENT	BREAKFAST	LUNCH
11:51	13:29	7:30	12:59	REFRESHMENT	LUNCH	DINNER
11:51	13:29	13:00	19:29	REFRESHMENT	DINNER	SUPPER
11:51	13:29	19:30	23:55	REFRESHMENT	SUPPER	BREAKFAST
11:51	13:29	23:56	23:59	REFRESHMENT	BREAKFAST	LUNCH
13:30	23:59	0:00	7:29	REFRESHMENT	BREAKFAST	LUNCH
13:30	23:59	7:30	12:59	REFRESHMENT	LUNCH	DINNER
13:30	23:59	13:00	19:29	REFRESHMENT	DINNER	SUPPER
13:30	23:59	19:30	23:59	REFRESHMENT	BREAKFAST	LUNCH

## 1. INTERNATIONAL CABIN CREW ALLOWANCE LIMITATIONS

**1.1** The following time limits are guidelines for payment of allowances following crew slips at en-route ports in the event that a particular meal is not supplied on the aircraft. All inflight meals and allowances are based on departure port time.

**1.2** A departure delay past the meal times below may not result in an additional allowance if that meal is provided on the departing flight.

1. BREAKFAST payable for departures 0730 LST
2. LUNCH payable for departures 1300 LST
3. DINNER payable for departures 1930 LST

## 2. SNACK ALLOWANCE

**2.1** A snack allowance will only be paid to crew passengering on Qantas Services with flight numbers less than 400, if the departure is:

- (a) AFTER 1400 and a lunch is provided on board (last allowance paid is breakfast plus snack).
- (b) AFTER 2100 and a dinner or supper is provided on board (last allowance paid is lunch plus snack).

**2.2** Where the Qantas service has a flight number less than 400 and is operating to an international destination, and 2.1(a) or 2.1(b) is satisfied, the value of the 'snack allowance' will be calculated as follows:

- (a) where the relevant 'Meals' allowance in Table 7 of the Australian Taxation Office Tax Determination 2021/6 (or any equivalent subsequent determinations) (**Table 7 Rate**) is higher than the Total Daily Meal Rate identified in Schedule 6, then the employee will be paid 20% of the Table 7 Rate;
- (b) where the relevant Table 7 Rate is lower than the Total Daily Meal Rate identified in Schedule 6, then the employee will be paid the relevant snack allowance identified in Schedule 6.

**2.3** Where the Qantas service has a flight number less than 400 and is operating to a domestic destination, and 2.1(a) or 2.1(b) is satisfied, the value of the 'snack allowance' will be calculated follows:

- (a) where the sum of the 'Food and drink' allowances in Table 2 of the Australian Taxation Office Tax Determination 2021/6 (or any equivalent subsequent determinations) (**Table 2 Rate**) is higher than the relevant Total Daily Meal Rate identified in Schedule 6, then the employee will be paid 20% of the Table 2 Rate';
- (b) where the relevant Table 2 Rate is lower than the Total Daily Meal Rate identified in Schedule 6, then the employee will be paid the relevant snack allowance identified in Schedule 6.

**2.4** Where the relevant port is not listed in Schedule 6, the rate identified in clauses 2.2(a) and 2.3(a) above will apply as relevant.



**3. DEPARTURES EX HOME BASE**

- 3.1** Departures 0730 LST or later – BREAKFAST is not paid or supplied. (First meal or allowance paid or supplied is Lunch)
- 3.2** Departures 1300 LST or later – LUNCH is not paid or supplied. (First meal or allowance paid or supplied is Dinner).
- 3.3** Departures 1930 LST or later – DINNER is not paid or supplied (First meal or allowance paid or supplied is Breakfast).

**4. ONE-DAY PATTERNS**

Any meal allowances paid on one-day patterns are directly through the payroll system

## SCHEDULE 6 – EBA10 MEAL ALLOWANCE RATES

The amounts in this table are the meal allowances previously paid under the *Flight Attendants' Association of Australia – International Division, Qantas Airways Limited and QF Cabin Crew Australia Pty Limited Enterprise Agreement 2017 (EBA10)* as at 1 July 2021.

All amounts are in AUD.

<b>Port</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>	<b>Total Daily Meal Rate</b>
<b>AKL</b>	31.58	70.13	74.31	176.02
<b>BKK</b>	29.02	54.47	56.45	139.94
<b>BNE</b>	32.00	74.29	83.29	189.58
<b>CGK</b>	33.68	63.43	92.39	189.50
<b>DFW</b>	34.49	70.41	71.87	176.78
<b>DPS</b>	43.33	57.93	73.42	174.68
<b>HKG</b>	40.52	90.65	81.25	212.41
<b>HND</b>	26.42	58.25	109.89	194.55
<b>HNL</b>	49.97	94.45	110.44	254.86
<b>JFK</b>	36.14	78.05	95.40	209.58
<b>JNB</b>	19.98	38.56	40.42	98.96
<b>KIX</b>	44.78	132.86	173.07	350.71
<b>LAX</b>	34.33	64.37	85.83	184.53
<b>MEL</b>	32.00	71.50	82.50	186.00
<b>MNL</b>	56.45	67.91	107.04	231.39
<b>NRT</b>	26.42	58.25	109.89	194.55
<b>PEK</b>	48.83	116.73	126.99	292.55
<b>PER</b>	29.00	72.00	76.00	177.00
<b>PVG</b>	39.11	86.04	95.52	220.68
<b>SCL</b>	25.88	42.12	50.51	118.51
<b>SFO</b>	28.74	63.93	74.02	166.70
<b>SIN</b>	44.41	84.79	101.06	230.26
<b>SYD</b>	26.00	64.50	73.50	164.00
<b>YVR</b>	33.80	63.10	75.49	172.39

### Snack allowances

<b>Port</b>	<b>Snacks</b>
<b>AKL</b>	\$31.58
<b>BKK</b>	\$29.21
<b>BNE</b>	\$24.00
<b>CGK</b>	\$26.49
<b>DFW</b>	\$28.74
<b>DPS</b>	\$19.08
<b>HKG</b>	\$40.69
<b>HND</b>	\$27.62
<b>HNL</b>	\$34.05
<b>JFK</b>	\$28.91
<b>JNB</b>	\$13.47
<b>KIX</b>	\$47.80
<b>LAX</b>	\$31.48
<b>MEL</b>	\$26.50
<b>MNL</b>	\$30.88
<b>NRT</b>	\$27.62
<b>PEK</b>	\$49.85
<b>PER</b>	\$24.00
<b>PVG</b>	\$39.11
<b>SCL</b>	\$17.67
<b>SFO</b>	\$25.13

<b>SIN</b>	\$38.33
<b>SYD</b>	\$29.00
<b>YVR</b>	\$25.92

## SCHEDULE 7 – IMPLEMENTATION AND TRANSITION

### IMPLEMENTATION

1. There are certain clauses in this Agreement that cannot have meaningful operational effect until the necessary supporting systems have been developed and implemented by the Companies (**Affected Clauses**).
2. The Affected Clauses are identified in the table below. In circumstances where an Affected Clause cannot yet be given meaningful operational effect, the parties intend that the processes set out in the corresponding clause of the *Flight Attendants' Association of Australia – International Division, Qantas Airways Limited and QF Cabin Crew Australia Pty Limited Enterprise Agreement 2017 (EBA10)* (**EBA10**) will apply, unless otherwise specified below.
3. If the Company becomes aware that the Target Implementation Date may not be met due to systems development issues, the Company will consult with the Association on the reasons for this and a revised Target Implementation Date can be set by the Company.

	<b>Affected Clause(s)</b>	<b>Description of Affected Clause(s)</b>	<b>Affected employees</b>	<b>Transitional arrangements until Target Implementation Date</b>	<b>Target Implementation Date</b>	<b>Notes</b>
<b>1</b>	Clauses 8.2.2(b) and 8.2.2(d) of Part A	Payment of meal allowances	All employees	The rates set out in Schedule 6 of this Agreement will be paid to crew.	First day of the first bid period occurring after the commencement of this Agreement.	This relates to the commencement of ATO rates for meal allowance rates where the total ATO rate for the relevant port is higher than the relevant Total Daily Meal Rate set out Schedule 6.
<b>2</b>	Part B in entirety (all)	Part B (all)	Qantas employees who were covered by Part 1 of EBA10 immediately prior to the commencement of the Agreement.	Part 1 of EBA10 will apply noting that employees will be allocated duties on a fair share basis (with QAL hours prioritised).	If EBA11 is approved by the FWC by 10 April 2022, the TID will be 23 May 2022. If approved after 10 April 2022 but before 6 May 2022, the TID will be 20 June 2022.	This relates to employees covered by Part 1 of EBA10 becoming covered by Part B of this Agreement.
<b>3</b>	Clause 17.1-17.4 of Part B	AV Spans	All employees	Reserve lines will be assigned to crew on all fleets on a rotational basis having regard to time since last reserve / AV span.	First day of the first bid period occurring 3 months after the commencement of this Agreement or 18 July 2022 (whichever occurs later).	This relates to the system changes required to recognise aircraft qualifications for AV Spans.

4	Clause 17.5	Reserve lines	All employees	<p>Reserve lines will be assigned to crew on all fleets on a rotational basis having regard to time since last reserve / AV span.</p> <p>For the avoidance of doubt, the lowered AHP trigger for reserve lines awarded in accordance with clause 17.5, and referred to in clauses 3.5, 6.5.2, 6.6.2, 17.5.5 and Schedule 4, does not come into effect until the Target Implementation Date (identified in the next column).</p>	The first day of the first bid period occurring 5 months after the commencement of the Agreement or 12 September 2022 (whichever occurs later).	This relates to the system changes required to manage reserve lines and AV Spans in the same roster.
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#### **TRANSITIONAL ARRANGEMENTS FOR QANTAS LANGUAGE SPEAKERS**

##### Languages

1. By no later than three months after the commencement of the Agreement, a Qantas employee may give Qantas 12 months' notice that he or she wishes to permanently relinquish one or more of their language badges.
2. The employee remains a language holder in accordance with clause 22 of Part B of this Agreement until the expiry of the notice period.

## **SCHEDULE 7A – IMPLEMENTATION AND TRANSITION (AGREEMENT VARIATION)**

### **IMPLEMENTATION**

1. There are certain clauses in the variation to this Agreement that cannot have meaningful operational effect until the necessary supporting systems have been developed and implemented by the Companies (**Affected Varied Clauses**).
2. The Affected Varied Clauses are identified in the table below. In circumstances where an Affected Varied Clause cannot yet be given meaningful operational effect, the parties intend that the processes currently in effect, where relevant, and as set out in the corresponding clause of this Agreement prior to the variation commencing operation will apply, unless otherwise specified below.
3. If the Company becomes aware that the Target Implementation Date may not be met due to systems development issues, the Company will consult with the Association on the reasons for this and a revised Target Implementation Date can be set by the Company.

	<b>Affected Clause(s)</b>	<b>Description of Affected Clause(s)</b>	<b>Affected employees</b>	<b>Transitional arrangements until Target Implementation Date</b>	<b>Target Implementation Date</b>	<b>Notes</b>
<b>1</b>	<b>3.3</b>	Increased annual salary rates	QCCA employees and Qantas Airways Limited employees employed after 17 December 2007	If required, a backpay will be made from the date the change is implemented in the system to the later of the first full pay period after 1 November 2024 or the first full pay period after the varied agreement commences operation	Rate change will be implemented by the first full pay period commencing after the varied EBA commences operation, subject to system requirements, which may require the processing of a backpay as per the transitional arrangements.	
<b>2</b>	<b>3.7</b>	Overtime – additional trigger (>20hrs) and rate (triple time)	QCCA and Qantas Airways Limited employees covered by EBA11	Manual checks and calculations will be performed for any actual flight duties that are in excess of 20 hours until the system implementation is complete.	First day of the first bid period that commences 3 months after the varied EBA commences operation	
<b>3</b>	<b>4.3</b>	Increased hourly rates for AHP and Overtime	QCCA and Qantas Airways Limited employees covered by EBA11	If required, a backpay will be made from the date the change is implemented in the system to the later of the first full pay period after 1 November 2024 or the first full pay period after the varied agreement commences operation	Rate change will be implemented by the first full pay period commencing after the varied EBA commences operation, subject to system requirements which may require the processing of a backpay as per the transitional arrangements.	
<b>4</b>	9.8	Duty hour credits – introduction of elapsed time credit	QCCA and Qantas Airways Limited employees covered by EBA11	Current arrangements will continue until implementation	First day of the first bid period that commences 3 months after the varied EBA commences operation	



	<b>Affected Clause(s)</b>	<b>Description of Affected Clause(s)</b>	<b>Affected employees</b>	<b>Transitional arrangements until Target Implementation Date</b>	<b>Target Implementation Date</b>	<b>Notes</b>
<b>5</b>	10.4	Duty period Limitations – addition of limitation for single sector >20 hours	QCCA and Qantas Airways Limited employees covered by EBA11	Current arrangements will continue until implementation	of the first bid period that commences 12 months after the varied EBA commences operation	
<b>6</b>	12.1	Upline rest – addition of rest provision for single sectors >20 hours	QCCA and Qantas Airways Limited employees covered by EBA11	Current arrangements will continue until implementation	First day of the first bid period that commences 12 months after the varied EBA commences operation	
<b>7</b>	12.2.	Home base rest – addition of rest provision for patterns including a single sector >20hr duty	QCCA and Qantas Airways Limited employees covered by EBA11	Current arrangements will continue until implementation	First day of the first bid period that commences 12 months after the varied EBA commences operation	
<b>8</b>	16.2	Reassignable hours – introduction of fixed pay protection for less than 5 hours where it arises from disruption or as residual arising after assignment against reassignable hours	QCCA and Qantas Airways Limited employees covered by EBA11	Manual checks and processes will be put in place from the first day of the first bid period after the varied EBA commences operation.	First day of the first bid period that commences 1 month after the varied EBA commences operation	
<b>9</b>	17.4	Employees can bid for two AV Spans; Company may not assign	QCCA and Qantas Airways Limited employees covered by EBA11	Current arrangements will continue until implementation	First day of the first bid period that commences 9 months after the varied EBA commences operation	

	<b>Affected Clause(s)</b>	<b>Description of Affected Clause(s)</b>	<b>Affected employees</b>	<b>Transitional arrangements until Target Implementation Date</b>	<b>Target Implementation Date</b>	<b>Notes</b>
<b>10</b>	17.5	Reassignable hours – introduction of fixed pay protection where an AV span call-out infringes a planned duty; employee will not be required to offset the infringed hours	QCCA and Qantas Airways Limited employees covered by EBA11	Manual checks and processes will be put in place from the first day of the first bid period after the varied EBA commences operation.	First day of the first bid period that commences 1 month after the varied EBA commences operation	
<b>11</b>	17.9	Standby for ULR – addition of rules for standby call out for ULR. Call out for ULR can only occur in first four hours of standby, and only for flights that depart within 6 hours of the standby period commencing	QCCA and Qantas Airways Limited employees covered by EBA11	Current arrangements will continue until implementation	First day of the first bid period that commences 1 month after the varied EBA commences operation	

**TRANSITIONAL ARRANGEMENTS FOR EMPLOYEES CLASSIFIED AS 'FLIGHT ATTENDANT – ENTRY'**

Employees classified as 'Flight Attendant – Entry' on the date this variation to this Agreement commences operation will be reclassified as 'Flight Attendant' and will be paid the rate of pay applicable to that classification when the new rates of pay come into effect, including any period of backpay applicable.

## SCHEDULE 8 – 28 DAY BID PERIOD VALUES

*Note: refer to Schedule 4 – Part Time for part time 28 day roster values*

<b>Clause no.</b>	<b>56 day bid period</b>	<b>28 day bid period</b>
<b>Additional hourly pay trigger</b> (clause 3.5.1 of Part B)	Flying line: 225	Flying line: 112.5
	For reserve lines (awarded in accordance with clause 17.5): 200*	For reserve lines (awarded in accordance with clause 17.5): 100*
<b>Dropping of duties with Company approval</b> (clause 3.13.2 of Part B)	Down to 165	Down to 82.5
<b>Planned duty hours</b> (clause 9.2 of Part B)	240	120
<b>Average line hours per roster period</b> (clause 9.2 of Part B)	220	110
<b>Notional day for calculation of Annual Leave and Long Service Leave</b> (clause 9.4 of Part B)	240 divided by 56	120 divided by 28
<b>Notional day for calculation of Personal/ carer's leave</b> (clause 9.5 of Part B)	220 divided by 38	110 divided by 19
<b>Assignment of AV spans</b> (clause 17.2 of Part B)	Two (2) available spans per bid period	One (1) available span per bid period
	Nine (9) available spans in any 6.5 consecutive bid periods	Nine (9) available spans in any 13 consecutive bid periods
	In exceptional circumstances outside of the control of the Company, twelve (12) in any 6.5 consecutive bid periods	In exceptional circumstances outside of the control of the Company, twelve (12) in any 13 consecutive bid periods
<b>Awarding of reserve lines</b> (clause 17.5)	Full reserve line will be treated as 8 available spans	Full reserve line will be treated as 4 available spans
<b>Days off</b> (clause 18)	18	9

\*Refer to Schedule 7 – Implementation & Transition for commencement details


SIGNED for and on behalf of **QANTAS AIRWAYS LIMITED** in the presence of:

JESSICA FARAH  
HEAD OF  
INDUSTRIAL RELATIONS  
10 BOURKE RD  
MASCOT NSW 2020



authorised representative

Signature of ~~director~~



Signature of witness

Name of witness

Leila Turner

Address of witness

10 Bourke Road

Mascot NSW 2020

Occupation of witness

Senior Manager, Industrial Relations

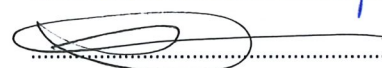
SIGNED for and on behalf of **QF CABIN CREW AUSTRALIA LIMITED** in the presence of:

JESSICA FARAH  
HEAD OF  
INDUSTRIAL RELATIONS  
10 BOURKE RD  
MASCOT NSW 2020



authorised representative

Signature of ~~director~~



Signature of witness

Name of witness

Leila Turner

Address of witness

10 Bourke Road

Mascot NSW 2020

Occupation of witness

Senior Manager, Industrial Relations

Teri O'Toole, Federal Secretary FAAA.

SIGNED for and on behalf of ~~OF~~  
~~EMPLOYEE REPRESENTATIVE~~ in the  
presence of:

)  
)  
)  
)

Signature of director

*Lindie Laake*

Signature of witness

*[Signature]*

Name of witness

Michael Gope

Address of witness

c/o 20 Ewan St

Masood NSW 2020

Occupation of witness

Industrial Lawyer,  
Flight Attendants' Association  
of Australia (FAAA).