



Log of Claims for a Qantas Group – TWU Fair Work Agreement

TWU v5 3.8.11

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The workplace agreement (**Agreement**) negotiated between the Transport Workers' Union of Australia (**TWU**) and Qantas (**the Company**) and will provide as follows:

Part 1—CONTEXT, OPERATION AND INCIDENTAL PROVISIONS

1. Title

The title of the Agreement shall be in the form “Qantas Airways Group – Transport Workers’ Union Fair Work Agreement 2011-2013”.

2. Objects of the Agreement

The objects of the Agreement include:

- 2.1** enhancing the safety of Qantas’s operations;
- 2.2** enhancing the productivity and efficiency of Qantas’s operations;
- 2.3** promoting job security, effective workplace representation and training for Employees;
- 2.4** maintaining the safety net and enhancing fair working conditions for Employees.

3. Coverage, Scope and Operation

- The parties to the Agreement will be the Company and aviation/transport workers employed by it throughout Australia. The Agreement will cover and apply to the company, aviation/transport workers employed by it throughout Australia and the TWU.
- The Agreement shall operate for two years from 1 July 2011.

4. Relationship to Pre-Existing Agreements and Awards

4.1 For the purposes of this clause:

Award means any instrument originally made as an award, whether current, expired, displaced by force of legislation or otherwise.

Existing Arrangement means any Award, agreement or other arrangement, whether formal or informal, recorded in writing and applying to an Employee at the Commencement Date of this Agreement.

4.2 Subject to sub-clause [6] below, the Existing Arrangements are included in and form part of the Agreement. This Agreement will prevail over the provisions of an Existing Arrangement to the extent of any inconsistency.

4.3 For the purposes of this clause, an inconsistency does not arise simply because an Existing Arrangement provides a more beneficial entitlement than that contained in this Agreement.

4.4 As many of the Existing Arrangements as are identified at the Commencement Date shall be annexed to the Agreement.

4.5 The terms of any Award which is:

- (a) incorporated into an Existing Arrangement; or
- (b) read in conjunction with an Existing Arrangement; or
- (c) otherwise referred to an Existing Arrangement;

is incorporated into and forms part of the Existing Arrangement for the purposes of this Agreement.

4.6 Any terms of the Existing Arrangements which constitute non-permitted or unlawful content for enterprise agreements, as defined by sections 172(1) and 194 of the FW Act and the Regulations, are expressly excluded from the Agreement and do not form part of it and this shall not affect the incorporation into the Agreement of the remaining terms.

5. Custom and Practice

For the avoidance of doubt, unless otherwise specified this Agreement is not intended to alter custom and practice currently applicable to Qantas and the Employees.

6. Local Workplace Agreements

6.1 During the life of this Agreement, changes in respect of Local Agreements may be agreed between the Parties but only where endorsed by both a majority of Employees at workplace/s affected and the TWU. If such agreed matters require a variation to this Agreement, the parties commit that each of them will do all things necessary to vary the Agreement.

6.2 Variation to this Agreement shall be made in accordance with section [XXX] of the Act and processed in accordance with section [XXX] of the Act and any other statutory requirements.

6.3 Agreement with the TWU in respect of changes to Local Agreements for the purposes of (a) above means an agreement in writing signed by the relevant Branch Secretary of the TWU and the National Secretary.

7. Flexible Blood Donors Leave

7.1 The agreement will contain a ‘blood donors’ clause which provides for a maximum of 2 hours leave of absence up to 4 times a year with out loss of pay for the purpose of an employee donating blood.

7.2 The Agreement will also contain a clause permitting the Company and an individual employee to vary that arrangement by allowing for an absence of leave for up to 4 hours for a maximum of two days per year. That clause will discharge the requirement of the *Fair Work Act* that an agreement include a flexibility clause (section 202 of the Act).

8. Conduct of the Parties

8.1 The Parties agree that mutual respect and good faith is necessary to achieve an efficient and mutually beneficial relationship.

8.2 Further to the Parties’ aim of achieving an efficient and mutually beneficial relationship, the Parties agree to act in good faith in fulfilling their respective functions and obligations under this Agreement.

8.3 For the purposes of this Agreement, “good faith” requires the Parties to:

- (a)** Deal with one another honestly and genuinely, and in a manner which maintains the integrity of this Agreement;
- (b)** take an honest and genuine approach to resolution of any disputes arising between them;
- (c)** refrain from capricious or unfair conduct that undermines the Agreement;
- (d)** give genuine consideration to, and respond to, the positions and proposals of other parties in relation to any disputes; and
- (e)** disclose information (other than confidential or commercially sensitive information) which is relevant to any dispute in a timely manner.

9. Negotiation of Next Agreement

- The Agreement shall include a commitment by the parties to commence negotiations on a replacement enterprise agreement no less than three months prior to the expiry of this Agreement. Those negotiations will proceed on a national basis.
- In order to facilitate those national negotiations the Company will:

- release delegate representatives from each business unit in each state and territory to attend meetings. Those representatives will be paid their average earnings for all days spent in negotiations;
- provide venues for negotiations along with catering and payment for flights, accommodation and reasonable meal and other expenses;
- consent to and facilitate pre-survey, claim endorsement and negotiation report back meetings of state delegate bodies and of all workplaces to be conducted by the TWU on paid time.
- consent to and facilitate no less than two National TWU delegates meetings prior to the commencement the next round of negotiations, including paid release and travel for National TWU delegates to attend these preliminary meetings.

10. Permitted Matters

The provisions of the Agreement will be limited to matters which are permitted matters within the meaning of section 172(1) of the Fair Work Act.

Part 2—SAFETY AND SECURITY OF EMPLOYMENT

11. Safety and Security of Employment

The objects of the Agreement include ensuring the safety of aviation/transport workers and protection of the security of aviation/transport workers' employment and conditions. To further those objectives the Agreement will include the clause attached at Schedule A.

12. Safe & Secure Workplace Committee

- The Agreement will establish a Safe & Secure Workplace Committee. The objects of the Committee will include consultation in relation to the use of Supplementary Labour and Outside Hire; monitoring compliance with the Agreement including provisions dealing with Supplementary Labour and Outside Hire and safe systems of work; workplace health & safety; workers compensation and the rehabilitation and management of injured workers; consulting with the Company in relation to major change (including any further cross utilisation of employees covered under this agreement); to assess the effectiveness of safety and security systems, and monitor the use of part-time employees.
- The TWU will appoint half the Committee and the chairperson of the Committee shall be a TWU delegate who will have the casting vote in the case that the Committee cannot reach a decision.
- A dispute about any matter relating to the Committee shall be dealt with in accordance with the Agreement's dispute resolution procedure.

- The Agreement will provide the Committee with such powers as are necessary (to the extent legally permissible) to exercise its functions, including the power to obtain relevant information.

13. Safe & Secure Systems of Work/ Drug and Alcohol/ASIC Cards

The Company agrees that all work shall be performed lawfully and in accordance with safe systems of work which shall, inter alia, include:

- A requirement to assess and eliminate or control risk especially in respect to manual handling, fatigue, workplace safety and security;
- Meeting the cost of medical and other health related examinations connected with the fulfilment of work requirements;
- A requirement that all persons (including all employees, labour hire, contractors and outside hire contractors) shall be required to hold a certified ASIC card prior to entering the workplace;
- Comprehensive and effective fatigue management practices and controls, including in relation to safe and agreed manning levels and procedures for performing manual handling functions;
- A Drug and alcohol policy designed to ensure that no aviation/transport worker or supplementary labour worker or outside hire worker performs work if they are impaired by drugs, including alcohol. The policy may include saliva testing (but must not include more invasive forms of testing) and it must include procedures for its development and implementation in consultation with aviation/transport workers and the TWU, including procedures ensuring the consistent return to work or stand down from duty with full pay of employees recording negative initial test results but requiring further testing and full transparency of employees test results;
- Record keeping requirements for accountability and compliance purposes; and
- Provisions providing appropriate protections and incentives for all employees to be able to and encouraged to report and take action in respect to safety concerns and incidences free from fear of prosecution, victimisation, vilification or disadvantage.

14. Appropriate Use of Casual Employment, Labour Hire, & Outside Hire

- The Agreement will provide that any casual employee, labour hire employee or outside hire employee utilised by the Company on a regular and systematic basis for three months or more shall have the right to elect to become a part-time, or full-time employee of the Company.
- The Agreement will provide that the total number of casual, labour hire, or outside hire employees engaged by the company performing work under the scope of this agreement shall be no more than one fifth (20%) of the total number of directly hired full time or part-time employees (per relevant work group) performing the same work at any given time.

- The agreement shall also include a commitment to the job security of permanent Qantas employees and a preference to the future employment of direct hire Qantas employees over the life if the agreement along with provisions clarifying that casuals, labour hire and outside hire shall at no time be used to undermine or erode these commitments by the company to the security for permanent Qantas employees.

Part 3—CONSULTATION, DISPUTE RESOLUTION AND EFFECTIVE WORKPLACE REPRESENTATION

15. Dispute Settlement Procedure

The Agreement shall include the dispute settlement procedure attached at Schedule B.

16. Consultation

The Agreement shall include the consultation clause attached at Schedule C.

17. TWU Recognition and Freedom of Association

- The Company recognises the TWU as the union capable of representing aviation/transport workers employed by the Company and acknowledges that the TWU has the right to manage its own affairs and to represent and organise aviation/transport workers in the workplace. Aviation/transport workers will have reasonable access to TWU officials at the workplace in paid time.
- Consistent with its recognition of the rights of aviation/transport workers to freely associate with the TWU, the Agreement will provide for union inductions of new and existing workers (including supplementary labour and outside hire) in paid time.
- The Company agrees to (and agrees to facilitate) workplace meetings of all employees every two months to be conducted by the TWU for the purpose of providing information in relation to the enterprise agreement, superannuation, industrial and any other matters. In addition, the company agrees to workplace meetings on reasonable notice.
- The Company will recognise TWU delegates in their capacity as workplace representatives of aviation/transport workers and will treat them fairly and allow them to perform their role without discrimination or interference.
- Union delegates will have the right to perform their functions in paid time, including discussions and consultation with union members, representing members in disputes and participating in collective bargaining.
- A union delegate may take up to twelve days leave per annum to attend to union business including training, meeting and information sessions conducted by the TWU and to be involved in Union campaigning. Inclusive in the twelve days shall be two days' leave to attend annual TWU delegates' conferences.

- In addition to any other leave under this clause, delegates will have a right to four days' paid leave per year to participate in union campaign activity.
- Delegates and other aviation/transport workers will be paid their average earnings during any such periods of delegates' leave.

18. Right of Entry

- The Agreement will provide a right of entry for officials to Company premises at any time for any purposes connected to the Agreement, including to hold consultations with persons covered by the Agreement in relation to the operation of the Agreement and their rights and obligations under the Agreement; to deal with disputes arising under the Agreement; to consult with employees about the negotiations for a replacement agreement; and to participate in induction meetings for new workers.
- Nothing in this clause or in the Agreement more broadly will provide a right of entry contrary to the provision of section 194(f) and/or 194(g) of the Act or any other requirements in relation to aviation security. In terms of the later, Qantas commitments that it shall support and sponsor an agreed number of authorised TWU officials in applications for ASIC cards as required to comply with the requirements of the relevant legislation and this agreement.

Part 4—RATES AND OTHER CONDITIONS OF EMPLOYMENT

19. Rates of Pay

- The Agreement will provide for 1% additional company super contribution in each year of the Agreement.
- The Agreement will provide for an increase to wages and allowances in each year of the Agreement of no less than 5% (with CPI safety net).

20. Superannuation

- TWUSUPER will be the default fund for aviation/transport workers.
- Superannuation will be payable on all earnings rather than ordinary time earnings.

21. Redundancy

- Current redundancy arrangements (whether formal or informal) will be preserved where more beneficial and included as an appendix to this agreement.
- The Agreement will provide for re-training programs and for paid time off work to seek alternative employment.

- The Agreement will enable resolution of disputes relating to redundancy, including offers of suitable alternative work, in accordance with the Agreement's disputes procedure.

22. Casual Loading

The existing provisions for casual loadings will be maintained.

23. Personal/Carer's Leave

- Existing provisions shall be maintained.

24. Part Time Employment

- The agreement shall include new provisions for part-time employees allowing for an increase in the total minimum hours for part time employees and an increase in the total maximum rostered hours for part-time employees.
- The existing provisions in relation to the conversion of part-time employees to full time employees shall be clarified. Changes required through this clarification process shall include, but not be limited to:
 - It shall be a requirement that agreements between the company and part-time employees to be transferred to full time temporary employment for a minimum of 4 weeks and a maximum of 52 weeks be recorded in writing and reported to the National Safe and Secure Workplace Committee.
 - The inclusion of a new provisions committing the company to a process for the filling of full time positions created via the part-time conversion process from existing part-time employees on the basis of total hours worked over a period of in excess of 24 months.
 - The inclusion of a new provision committing the company to a process of backfilling part-time positions created by the conversion process to full time from existing employees of labour hire or outside hire companies.

25. Overtime

- For the purposes of the agreement overtime shall be considered as and defined to include all work required in addition to that rostered for the relevant roster week (7 day period) as defined by the agreement.
- The agreement shall include a commitment that, but for exceptional operational circumstances, where work is rostered to an employee and due to illness or injury the rostered employee is unable to perform such work, the total period of rostered work shall be covered by another employee as overtime in accordance with this clause;
- The allocation of all overtime under this agreement shall be fairly dispersed consistent with the terms of this agreement in the following order of preference:

- Full timers
- Part-timers
- Casuals
- The agreement shall provide a provisions that where as a result of an overtime shift or shift change of 48hrs the employee is required to work beyond 8pm or prior to 5am and relies on public transport to commute to work, the company shall provide transport to and from work for the employee to attend.
- The agreement shall include provisions requiring the payment of overtime to all non full time employees where:
 - the employee works more than 5 days in any one roster week
 - the employee works more than 7 consecutive days in any ten day period

26. Rostering

- The agreement shall provide that all employees shall be provided with rosters 21 days in advance and that all employees are provided with a least 7 days notice of any change in their weekly roster. If less than 7 days notice is given then the employee must be paid at the rate of double time for the roster period.
- All full time and part time employees must be given no less than 48 hrs notice where the employer requires them to change their shift due to unforeseen operational requirements. If less than 48hrs notice is given then the employee must be paid at the rate of double time.
- The agreement shall provide a clear requirement that employees shall be provided with their required rest and meal breaks within their rostered work periods.
- The agreement shall provide flexibility for employees to undertake shift swaps, provided they are like for like and have no negative impact on the business.

27. Public Holidays & Other Leave

- In addition to the existing provisions for public holidays, the agreement shall include a term giving effect to the payment of relevant public holiday penalties for all employees who actually work the public holiday.
- In addition to the existing provisions for long service leave (LSL), the agreement shall include provisions ensuring that all long term casual employees shall be entitled to LSL and further that the notice period the company is required to give an employee to direct them to LSL be 90 days.

28. Payment of Wages & Allowances

- The agreement shall provide a commitment that employees shall be paid their full wages for all time worked on a weekly or fortnightly basis (as per the existing payment arrangements).

- Where the company is unable to meet its obligations under this clause, the agreement shall include a financial penalty payable by the company to the employee.
- A new agreement shall include simpler provisions for the accrual and payment of allowances.

29. Payroll Deductions

- The agreement shall include provisions requiring the company to facilitate the deduction of union membership fees

30. Staff Travel

- The agreement shall include a commitment from the company to maintain the existing staff travel entitlements of all employees.

31. Classification, Levels & Recognition of Work Performed

- The agreement shall include provisions clarifying the current classification system and ensuring the proper recognition of the value of work performed across the company including in relation to Level 2, Level 4 (including catering), and Level 7 in particular.
- The agreement shall include a commitment that over the life of the agreement an activity of the safe and secure workplace committee shall be to establish nationally uniform levels of remuneration for all employees under this agreement across the country. A key provisions of this review will be ensure that no existing employee shall be worse off.
- The agreement shall include higher duties provisions providing that where an employee regularly and systematically performs work at a higher level for a period of in excess of 12 months, the employee shall be appointed to the higher position. The agreement shall also provide provisions for the allocation of higher duties to ensure that the first opportunity to higher duties are provided to employees with over 12 months service in the following order of preference: full time, part-time, then direct hire casual.

32. Eco Aviation – Environmental Sustainability

- The Agreement will provide for a commitment to a program to achieve a more environmentally sound and sustainable aviation industry
- Any costs savings realised through the program will be shared equally between the Company and its employees.

- The Agreement will provide that an authorised TWU representative(s) known as an Eco Champion will be appointed in each relevant workplace to monitor and encourage implementation of the program.

33. Rights of Injured Workers

- The agreement shall include a commitment that the rehabilitation and return to pre-injury duties (or comparable work and remuneration) of aviation/transport workers injured during the course of their employment with the company shall be an absolute priority.
- The agreement shall also include a commitment that in the event that an injured worker leaves a work place due to injury (or redeployment) the position of the injured worker shall be permanently replaced by an existing employee whose position shall in turn be backfilled.
- Provision shall be made in the agreement ensuring that all doctors and medical appointments required of injured workers are conducted during work time.

Part 5—TRAINING & INDUSTRY SUSTAINABILITY

34. Safety & Security, EBA and On-Going Training

The Agreement will provide that:

- All aviation/transport workers shall receive safety, security and EBA training (including labour hire and outside hire)
- Members of OHS committees will receive OHS accredited training; and
- TWU delegates will receive training in Certificate IV.
- All training required by the employer (including so called buddy training) shall be conducted by accredited trainers and remunerated at the appropriate level.

35. Industry Sustainability – International Standards

- The agreement shall include a commitment from the company to ensuring that all times it shall work to ensure that the standards of safety, security, reporting, compliance, and labour expected of operators working in the Australian aviation industry shall be applied across the international aviation industry and that the company shall work cooperatively with the TWU to achieve this objective.
- And further that, Qantas shall also work cooperatively with the TWU to ensure that all foreign airlines operating in Australian skies and at Australian airports are also required to meet and comply with the standards of leading Australian carriers.

36. Industry Safety and Sustainability

- The parties to the Agreement are committed to a safe and sustainable aviation industry.
- The Company agrees that systems of remuneration must not place pressure on aviation workers or encourage them to take risks eroding industry safety.
- The company agrees to support the formulation and implementation of appropriate arrangements (including, but not limited to, financial support) to pursue objectives including the following:
 - Retrain and assist in the job placement of retrenched aviation/transport workers; and
 - Train aviation/transport workers in vocational and professional skills, occupational health and safety and industrial rights.
 - Support the improvement of standards of compliance and best practice across the industry domestically and internationally

Schedule A—Supplementary Labour and Outside Hire

A.1 Supplementary Labour and Outside Hire

A.1.1 For the purposes of this clause “supplementary labour” means:

- (a) employees of labour hire companies; and

A.1.2 For the purposes of this clause “outside hire” means employees of third party external contractors performing work of aviation/transport workers covered by the scope of this agreement.

A.1.3 The Company recognises that aviation/transport workers have a direct interest in ensuring that any decision of the Company to utilise supplementary labour or outside hire does not undermine any benefit or condition of employment provided by the Agreement (including safety) and/or diminish job security.

A.1.4 The parties agree that if and when it becomes necessary to engage supplementary labour or outside hire the Company will consult in good faith with the National Safe and Secure Workplace Committee, the TWU and its employees prior to a decision to engage supplementary labour or outside hire being made.

Consultation

A.1.5 The Company must consult with the National Safe and Secure Workplace Committee, the TWU and the Company’s employees in relation to matters including:

- (a) the criteria for the selection of the entities engaging supplementary labour and/or outside hire;
- (b) whether the use of supplementary labour and/or outside hire will enhance or diminish job security and/ or safety for aviation/transport workers engaged under the Agreement;
- (c) alterations in the working conditions for aviation/transport workers covered by this Agreement caused by the proposed use of supplementary labour and/or outside hire; and
- (d) inductions and facilities for supplementary labour and/or outside hire.

A.1.6 For the purpose of the consultation the Company must inform the National Safe and Secure Workplace Committee, the TWU and the Company’s employees of:

- (a) the name of the entities engaging supplementary labour or outside hire that it is proposed be given work;
- (b) the type of work proposed to be performed by the supplementary labour or outside hire;
- (c) the number of persons engaged as supplementary labour or outside hire and the qualifications of those persons; and
- (d) the likely duration of the engagement of supplementary labour or outside hire.

Wages and Conditions of Supplementary Labour and Outside Hire

- A.1.7** If, after consultation, the Company decides to utilise supplementary labour and/or outside hire, the Company shall take all necessary steps to ensure that all supplementary labour and/or outside hire receive the same rates and conditions as provided under this Agreement to employees directly engaged by the Company.
- A.1.8** Those necessary steps shall include but not be limited to ensuring that any contract the Company enters into resulting in work being performed by supplementary labour or outside hire contains a term, breach of which is to be expressed as fundamental, requiring that such work be performed on terms and conditions no less favourable than those provided for in this Agreement.
- A.1.9** The Company must take all steps necessary to ensure that all work performed by supplementary labour or outside hire is performed in accordance with the clauses of the Agreement dealing with safe systems of work, safety and security, and drug and alcohol policy.
- A.1.10** The Company shall obtain from any entity engaging supplementary labour or outside hire that is being considered in respect of the performance of proposed work, must, prior to performing any work, provide to the Company a written risk assessment identifying the ways in which:
- (a)** the entity engaging supplementary labour or outside hire has identified and assessed the risk of any harm to health and safety arising from undertaking the work, and the extent to which the entity's other activities contribute to the risk to health and safety; and
 - (b)** the entity engaging supplementary labour or outside hire has eliminated the risk; or
 - (c)** if elimination of the risk is not reasonably practicable, the entity engaging supplementary labour or outside hire has controlled the risk.
- A.1.11** The risk assessment referred to in sub-clause 12 above must take into account the capacity of the entity engaging supplementary labour or outside hire to perform the work consistently with the safe work systems provisions of this Agreement.
- A.1.12** The Company shall ensure that, it is a condition of entry onto its premises, that all supplementary labour and/or outside hire be required to attend an induction that will be conducted in accordance with the induction provisions of this Agreement and that all such employees are holders of ASIC cards in accordance with the commitments of this agreement.

Compliance

- A.1.13** The Company agrees to take pro-active steps to monitor compliance with the requirements of this clause. This requirement includes, but is not limited to:
- (a)** an obligation on the Company to ensure that the entity engaging supplementary labour or outside hire keeps records in accordance with the record keeping provisions of this Agreement; and
 - (b)** the Company and the National Safe and Secure Workplace Committee are able to access and inspect those records upon request.

- A.1.14** Where the Company becomes aware that the entity engaging supplementary labour or outside hire has not complied with a requirement of this clause the Company agrees it will take such action as is necessary to ensure that such a breach is rectified and is not repeated.
- A.1.15** Any dispute between the TWU and the Company in connection with the requirements of this clause shall be dealt with in accordance with the general disputes procedure in this Agreement.
- A.1.16** Nothing in this clause or in the disputes resolution procedure of this Agreement shall be taken to prevent the Company from engaging supplementary labour or outside hire pending resolution of any dispute by FWA.

Schedule B—Dispute Settlement Procedure

Any dispute or grievance that arises at the workplace between an employee and the employer about the interpretation or application of this Agreement, the Award or the NES, or in relation to any matters pertaining to the relationship of employer and employee or employer and Union shall be dealt with in the following manner:

- B.1.1** The matter must first be discussed by the aggrieved employee(s) directly with his or her or their immediate supervisor.
- B.1.2** If the matter remains in dispute, it must next be discussed with the supervisor's immediate superior or another representative of the employer appointed for the purpose of this procedure. The TWU delegate for the worksite has the right to attend and participate in this discussion as a representative of an employee provided that the TWU delegate is the representative of the employee's choice;
- B.1.3** If the matter remains in dispute, it must next be discussed with the relevant manager of the employer. The TWU State Secretary (or his/her nominee) has the right to attend at and participate in this discussion as the representative of an employee provided that the relevant TWU State Secretary is the representative of the employee's choice;
- B.1.4** If the matter remains in dispute, it must next be submitted to Fair Work Australia (FWA) for conciliation. For this purpose, it is agreed that the action FWA may take includes arranging conferences of the parties or their representatives at which FWA is present; and arranging for the parties or their representatives to confer among themselves as conferences at which FWA is not present.
- B.1.5** If the matter is not resolved in conciliation conducted by FWA, the parties agree that FWA shall proceed to arbitrate the dispute and/or otherwise determine the rights and/or obligations of the parties to the dispute. In relation to such an arbitration, the parties agree that:
- (a) FWA may give all such directions and do all such things as are necessary for the just resolution of the dispute, including but not limited to those things set out in Division 3 of Chapter 5 of the Fair Work Act 2009.
 - (b) Before making a determination FWA will give the parties an opportunity to be heard formally on the matter(s) in dispute.
 - (c) in making its determination FWA will only have regard to the materials, including witness evidence and submissions, put before it at the hearing and will disregard any admissions, concessions, offers or claims made in conciliation.
- B.1.6** The decision of FWA will be binding on the parties subject to the following agreed matters:
- (a) There shall be a right of appeal to a Full Bench of FWA against the decision, which must be exercised within 21 days of the decision being issued or within such further time as the Full Bench may allow.
 - (b) The appeal will be conducted in accordance with the legal principles applying to an appeal in the strict sense.

- (c) The Full Bench (or a nominated member of the Full Bench) shall have the power to stay the decision pending the hearing and determination of the appeal.
- (d) The decision of the Full Bench in the appeal will be binding upon the parties.

B.1.7 Until the matter is resolved by agreement, conciliation or arbitration, work will continue in accordance with the status quo. No party is to be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.

B.1.8 The parties to the dispute agree to be bound by any decision made by Fair Work Australia in accordance with this term. The parties undertake to resolve any disputes in a timely manner in accordance with the procedure set out in this clause and will co-operate to ensure that these procedures are carried out expeditiously.

Schedule C—Major Change and Consultation

- C.1.1** If the Company is seriously considering workplace changes that are likely to have a significant effect on the employees covered by this agreement, the Company must consult with the TWU and any employees who will be affected by any proposal.
- C.1.2** As soon as practicable the employer must discuss with the National Safe & Secure Workplace Committee, the TWU and relevant employees the introduction of the change; the effect the change is likely to have on the employees, the number of redundancies and the persons or class of persons likely to be affected, any reasonable alternatives to the change or redundancy. The Company must discuss measures to avert or mitigate the adverse effect of the change on the employees.
- C.1.3** For the purposes of the discussion the Company will provide the union and relevant employees in writing:
- (a) all relevant information about the change including the nature of the change proposed; and
 - (b) information about the expected effects of the change on the employees; and
 - (c) any other matters likely to affect the employees.
- C.1.4** The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- C.1.5** As soon as a final decision has been made, the Company must notify the TWU and the employees affected, in writing, and explain the effects of the decision.
- C.1.6** The Company must act reasonably and in good faith in relation to the consultation process provided in this clause.
- C.1.7** In the event that a dispute arises in respect to any decision, proposal or consideration to effect major change, then the parties agree to follow the disputes procedure in this Agreement, and until the matter is resolved by either agreement, conciliation or arbitration, work will continue in accordance with the status quo.
- C.1.8** 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;
 - (g) the restructuring of jobs; or

- (h)** changes to the legal or operational structure of the Company or business.