



**GROUND CREW  
AGREEMENT 2010**

**VIRGIN BLUE**  
**GROUND CREW AGREEMENT 2010**

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## **PREFACE**

This Agreement was developed by Virgin Blue, representatives of the Ground Crew team members, Transport Workers Union and Australian Services Union. It was a collaborative effort intended to provide terms and conditions for Ground Crew which contribute towards enhancing team member satisfaction, while also supporting the growth and continued success of Virgin Blue.

This Agreement has been designed to be consistent with the Virgin Blue Group Values of Safety, Caring, Innovation, Fun, Quality, Challenge, and Value; and is intended to support:

- A culture where everyone willingly does their best work;
- Terms and conditions which promote productivity without compromising safety;
- Flexibility and choice for individuals; and
- A strong working relationship between Team Members, their Leaders, and Virgin Blue.

This Agreement reinforces the importance of ongoing consultation and cooperation within the workplace.

# Part 1            Application and Operation of Agreement

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## 1.            Agreement Title

The title of this Agreement is the "*Virgin Blue Ground Crew Agreement 2010*".

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## 2.            Definitions and Interpretation

- 2.1**        **Day worker** is a team member whose normal roster is to work within the ordinary spread of hours.
- 2.2**        **Team members** means team members of Virgin Blue named in the classifications in this agreement.
- 2.3**        **GCC@Home Agent** means a Guest Contact Centre team member who, by written agreement with Virgin Blue, works at home or at another location that is not the usual place of work for Guest Contact Centre team members.
- 2.4**        **Ground crew** means team members of Virgin Blue named in the classifications in this agreement.
- 2.5**        **Non rostered day** is a day where the team member has not been rostered a shift either as a result of a regular pattern of work where the team member would not normally be rostered or where a team member is not rostered to work on the day but does not include RDOs.
- 2.6**        **Notice/s** where a team member has regular access to email facilities, a requirement to give a team member a notice in writing may be satisfied, by giving the team member notice by email. If that is to be the case, then Virgin Blue should return receipt the email so that it is assured the team member has received it.
- 2.7**        **Roster cycle** means:
- (a) The period of time required for a repetitive pattern of work to achieve a single rotation of the pattern.
  - (b) At the conclusion of each roster cycle each full time team member will have been rostered the equivalent of:
    - (i) 38 hours per week in the case of shift workers; or
    - (ii) 38 or 40 hours per week in the case of Monday-Friday day workers, depending on current arrangements.
  - (c) Roster cycle periods will vary dependant on the nature of the repetitive roster pattern.

- 2.8** **Shift worker** is a team member whose normal roster results in the team member working shift work.
- 2.9** **Shift work** is work outside the ordinary spread of hours. Shift work definitions are as follows:
- (a) morning shift** - a shift commencing between midnight and 0700hr;
  - (b) afternoon shift** - a shift finishing between 1800hr and midnight;
  - (c) night shift** - a shift finishing between midnight and 0800;
  - (d) seven day shift worker** - an team member who is regularly rostered to work ordinary hours on Sundays and public holidays.
- 2.10** **Permanent Night shift** means if during a period of engagement, a shiftworker:
- (a)** works night shift only; or
  - (b)** remains on night shift for more than four consecutive weeks; or
  - (c)** works on a night shift which does not rotate with another shift or with day work so that the shiftworker does not have at least one third of their working time off night shift in each roster cycle.
- 2.11** **Union** refers to the Transport Workers Union of Australia and/or Australian Services Union, when approved by Fair Work Australia, and in the future, any other union that may be approved by Fair Work Australia.
- 2.12** **Virgin Blue** means Virgin Blue Airlines Pty Limited ACN 090 670 965.

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### **3. Period of Operation**

This Agreement commences operation on approval by Fair Work Australia and will expire on 6 March 2013.

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## **4. Parties Bound and Application**

**4.1** The parties to this Agreement are:

- (a)** Virgin Blue; and
- (b)** Team members of Virgin Blue named in the classifications in this Agreement.

**4.2** This Agreement applies to:

- (a)** Virgin Blue;
- (b)** Team members of Virgin Blue named in the classifications in this Agreement;
- (c)** Transport Workers' Union of Australia and Australian Services Union further to their involvement in the development of the agreement, once approved by Fair Work Australia; and
- (d)** Any union approved by Fair Work Australia as a union covered by this Agreement.

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## **5. Relationship to Other Industrial Instruments and Legislation**

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

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## **6. Anti-discrimination**

Virgin Blue respects and values the diversity of the workforce.

In accordance with relevant anti-discrimination legislation, Virgin Blue will help to prevent and eliminate unlawful discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, industrial activities, national extraction or social origin.

Virgin Blue will endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects, having regard to the inherent requirements of the duties to be performed.

## **Part 2            Agreement Objectives**

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### **7.            How we will work together**

It is the parties' intention that during the course of employment, they will work together to develop and implement processes and systems consistent with the following principles:

- (a)            Employment at Virgin Blue will be in a safe and healthy workplace where every team member should expect to work without injury;
- (b)            There will be open and effective team member relations based on flexibility, mutual respect and recognition of the contribution and performance of all;
- (c)            The parties will work together as a team through effective and open communication, consultation and participation;
- (d)            The parties will identify and implement opportunities for sustaining and improving the Virgin Blue business in terms of profitability, team member engagement and productivity; and
- (e)            Employment at Virgin Blue will be a means of improving team members' skills and deliver job satisfaction in a way that is consistent with meeting Virgin Blue's business outcomes.

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### **8.            Employment Security**

It is understood by all parties to this agreement that Virgin Blue Airlines faces significant challenges as a result of the current economic and competitive environment which can foster uncertainty across all areas of the business.

Virgin Blue Airlines strongly believes that with the support of its team members we can introduce and implement work place change, flexibility and innovation to align work practices with business and environmental requirements to collectively move the business forward to a position of future sustainability.

Consistent with our belief that our people are our difference, Virgin Blue shall work with all parties to provide job security enabled by the efficiencies gained in this agreement. Virgin Blue shall do everything it reasonably can to ensure that those team members who want to remain in the business can do so.

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## **9. Partners in Business Success**

Virgin Blue has established consultative committees at each workplace to enable Management and team members to work collaboratively on solutions, and implement solutions that improve the working lives of team members, and the performance of Virgin Blue.

In the event of major workplace changes that are likely to have a significant effect on team members, Virgin Blue will consult with team members and allow opportunity for representation for the purpose of that consultation.

Each consultative committee will:

- (a) monitor the application of this Agreement;
- (b) review measures under consideration for implementation consistent with the commitment of the parties to bring about further efficiencies;
- (c) provide input to rostering standards, for the purpose of ensuring fair, equitable and efficient allocation of work to all team members, with standards to be in place within 3 months of the start of the Agreement;
- (d) assist in quarterly reviews of the rostering standards;
- (e) receive information regarding resourcing as provided in 11 (f); the timings for review of this information will be quarterly for Ground Crew and annually for the Guest Contact Centre;
- (f) identify other potential flexible working arrangements and possible introduction, by mutual agreement, of these to suit the operational requirements of each port and contact centre; and
- (g) to act as the occupational health and safety committee unless a separate committee is established.

The composition of each consultative committee is dependant on the size and number of team members at the workplace and comprise of Virgin Blue management representatives, at least two other team members of that workplace, and, at the request of a team member, a representative or delegate of a union or unions of their choice.

Notwithstanding the creation of these workplace committees Virgin Blue retains the right to determine the size, composition, duties and other work practices in place at any of its work sites subject to the terms of this Agreement.

Virgin Blue agrees to genuinely consult, which includes appropriate opportunities to meet, and disclose relevant information in a timely manner and proper consideration of proposals including responding with reasons.

## Part 3 Fair Treatment

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### 10. Fair treatment process

- (a) Where possible, all issues will be resolved internally within a reasonable period of time.
- (b) If a dispute arises in the workplace, then the procedure to resolve the dispute will be as follows:
  - (i) the Team Member and their immediate supervisor will meet and discuss the matter;
  - (ii) if the matter remains unresolved, it will be discussed between the Team Member and the next most senior manager;
  - (iii) if the matter remains unresolved, it will be discussed between the Team Member and the General Manager or next most senior manager;
  - (iv) if the matter remains unresolved after all above steps have been followed, either party may refer it to Fair Work Australia for conciliation, and if the matter is still unresolved, arbitration.
- (c) If a dispute arises in the workplace, the team member has the right to representation of their choice, which may be a representative of a union, at any time during the procedure outlined in clause (b).
- (d) For the purposes of steps (iii) and (iv), if a union delegate is involved in the dispute then that delegate will be entitled to a reasonable period of time during work hours to be interviewed by the Branch Secretary or the representative of the Federal body of the relevant union (as appropriate).
- (e) Without prejudice to either party and except where a bona fide health and safety issue is involved, work will continue while matters in dispute are being dealt with in accordance with these procedures. Subject to relevant provisions of any State or Territory occupational health and safety law, even if the team member has a reasonable concern about an imminent risk to his or her health or safety, the team member must not unreasonably fail to comply with a direction by Virgin Blue to perform other available work that is safe and appropriate for the team member to perform.
- (f) Where a bona fide occupational health and safety issue is involved, genuine attempts will be made to notify both Virgin Blue management and the relevant safety authority concurrently.

## Part 4            Terms and Conditions of Employment

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### 11.      Employment Flexibility

- (a)      Virgin Blue is committed to providing flexibility in its employment arrangements. Virgin Blue recognises that flexibility in this context is essential to cater for individual circumstances (e.g. family responsibilities and work life balance) and operational needs.
- (b)      To help achieve this flexibility, the parties recognise that there are no restrictions on the types of employment that can be used. For example, team members may be employed on a full-time, part-time or casual basis.
- (c)      If you want to change your employment status (e.g. from full-time to part-time or vice versa), you should raise this with your manager who will work with you to explore the options that are available or may be available in the future.
- (d)      Virgin Blue and a team member may agree on individual flexibility arrangements which alter or amend any of the provisions of this Agreement, so long as the amendment is consistent with the provisions of the agreement, and:
  - (i)            is genuinely agreed to by the team member and Virgin Blue, without coercion or duress; and
  - (ii)           results in the team member being better off overall than the team member would have been if no individual flexibility arrangement was entered into; and
  - (iii)           provides that the agreement may be terminated by either party giving 28 days written notice of termination of the agreement; and
  - (iv)           is otherwise in accordance with applicable law.
- (e)      Virgin Blue cannot change your employment status (e.g. from full-time to part-time or visa versa) without your agreement.
- (f)      All parties to this Agreement understand the requirement for an effective mix of full-time, part-time and casual team members. Virgin Blue routinely reviews the labour mix of its workforce and how this best meets operational requirements, and as described in Clause 9 retains the right to determine the size and composition of the workforce at any of its work sites subject to the terms of this Agreement.

Acknowledging the importance of transparency, Virgin Blue will share information with team members regarding the current and forecasted labour mix requirement for each location (via the consultative process outlined in Clause 9). This information will include the number of deficit or surplus part-time and full-time roles for the review period that have been identified by local and executive management.

- (i) For the life of this agreement, Virgin Blue gives a commitment that where a (current or planned) deficit of full-time roles is identified within a location, as described in clause 11(f), recruitment of team members into full-time roles will occur as soon as practicable. This recruitment will be internal in the first instance with preference given to part-time team members assuming their performance is satisfactory and they meet the skills, experience and qualifications requirements for the role. The recruitment process will ensure that the full time roles are advertised internally and require team members to express their interest by applying for the role.
  - (ii) For the life of this agreement, Virgin Blue gives a commitment that where a (current or planned) deficit of part-time roles has been identified within a location as described in (f), consultation with current part-time team members will occur to ensure that the reasons for recruitment are understood.
  - (iii) Virgin Blue gives a commitment that where a surplus of team members has been identified, as per Clause 8 all efforts will be taken to ensure the impact on existing team members is minimised.
- (g) As described in Clause 9(c), Virgin Blue commits to implementing roster standards inclusive of how flexible arrangements sought by team members will be accommodated. This includes the standards for management of items such as Leave (Personal and Annual), Shift Swaps and Shift Give-aways.
  - (h) Virgin Blue agrees to advise the Union/s in writing regularly of the types of flexible arrangements sought and agreed to.

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## 12. Types of Employment

### Full-time team members

- (a) A full-time team member is a team member who is engaged to work:
  - (i) 38 hours per week, averaged over a roster cycle or;
  - (ii) 38 hours per week in the case of Monday-Friday day workers or;
  - (iii) 40 hours per week in the case of Monday-Friday day workers.
- (b) Virgin Blue will communicate to team members the duration of the roster cycle/s applicable to the team members within each operational area in accordance with the terms of this agreement.
- (c) GCC@Home agents may volunteer to work less than 4 hours.

### **Part-time team members**

- (d) Part-time team members are team members rostered to work on a regular basis comprising work on 6 days or less per week.
- (e) Part-time team members may be rostered normal hours of between 4 to 8 hours per shift.
- (f) Part-time team members will not be engaged to work less than 4 hours per day, with the exception of GCC@Home agents who may volunteer to work less than 4 hours.
- (g) Part-time team members will be guaranteed at least 20 hours of work per week (except in the case of job-sharing).
  - (i) Where mutually agreed between the team member and Virgin Blue, a part-time team member may work and be paid for less than the minimum guaranteed weekly hours as provided for in clause 12(g)(i). E.g. in the case of shift swaps or where team members offer their shifts to other team members.
- (h) At the time of publishing rosters, part-time team members will be rostered a minimum of one 2 day (consecutive) break between shifts in each pay fortnight.
- (i) Notwithstanding clause 12(g), where mutually agreed, part-time team members may work additional hours on non rostered days provided that no more than seven (7) consecutive days are worked in each pay fortnight.
- (j) Subject to operational requirements, where unplanned operational coverage requirements exist, Virgin Blue will endeavour to offer these additional hours to part-time team members (where not triggering overtime payments) prior to engaging external contract labour.

### **Casual team members**

- (k) Virgin Blue may employ team members on a casual basis. A casual team member is a team member engaged and paid by the hour.
- (l) Casual team members are entitled to be paid the hourly rate of pay for equivalent full-time team members (i.e. 1/38<sup>th</sup> of the full-time weekly wage) plus a casual loading of 25%.
- (m) Casual team members must be paid a minimum of 4 hours pay for each engagement.
- (n) Casual team members may be rostered up to a maximum 8 hours per day and a maximum of 38 hours per week.

### **Job share**

- (o) Team members may apply for job-share in accordance with Virgin Blue policy.

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### **13. Shift arrangements**

- (a) Virgin Blue will give 7 days notice of a change to shift rosters (including roster cycles), however where team member shortages may lead to the disruption of services, Virgin Blue will have the right to change shifts on 48 hours notice. Virgin Blue will not change part time shift rosters in this manner to avoid an obligation for overtime as provided by clause 25, or reduce the minimum rostered hours as provided for by clause 12(g).
- (b) Before changing a team member's shift, Virgin Blue will consult with the relevant team member with the aim of changing the team member's shift in a way that suits both Virgin Blue and the team member.
- (c) Virgin Blue can change a team member's shift at any time with the team member's agreement (including changes within 48 hours). A change to a team member's shift in this manner does not give an automatic right to overtime. Overtime will only be payable if the prerequisites for overtime in clause 25 are met.
- (d) Virgin Blue will respect without prejudice the team member's right to refuse offers of additional hours of work above already rostered hours.
- (e) Shift swap and shift give-aways will be accommodated where ever possible based on operational requirements.

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### **14. Ordinary hours**

- (a) The ordinary spread of hours is 0700 to 1800. The parties will not change the spread of ordinary hours to more than 12 hours per day.
- (b) Notwithstanding clause 13 (b) shift rosters will be at the discretion of Virgin Blue, in consultation with the relevant team members, based on the number and timings of aircraft movements into and out of the relevant port and call patterns at contact centres.

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### **15. Access to this Agreement and Team member Representation**

**(a) Copy of Agreement**

Each team member will be given access to a copy of this Agreement.

**(b) Team member representation**

- (i) Virgin Blue will recognise delegates of any union who are elected by Ground Crew.

- (ii) Delegates will be allowed a reasonable amount of paid time to attend to representation issues, provided that delegates acknowledge there is a recognition that the efficient operation of the airline takes precedence when attending to representation issues. This includes the opportunity to discuss issues relating to the terms and conditions of employment, including the benefits of collective bargaining as the means of maintaining and improving the terms and conditions of employment with new team members during induction training or as soon as practicable after induction training has been completed.
- (iii) The parties will treat the right of entry provisions contained within the Fair Work Act (as amended) as applying to this Agreement.

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## **16. Duties**

The overarching responsibility of Virgin Blue ground crew (including guest contact centre) is to ensure the smooth arrival and departure of aircraft on a daily basis and to enhance and protect the brand name of Virgin Blue through excellent customer service and operational efficiencies. Both management and ground crew will work in a flexible and co-operative way to ensure that this responsibility is met. This will involve ground crew performing the following functions (note that this is not an exhaustive list for each classification):

### **16.1 Airport Team members:**

#### **(a) Trainee:**

Trainees are new team members training to become Operators. Trainees are required without limitation to fulfil the following core duties:

- Baggage make-up functions
- Handling of baggage and freight
- Aircraft hold loading
- Operation of Ground Support Equipment (GSE) including but not limited to: baggage tugs, stairs, conveyor belts, DPL's, baggage barrows, wheelchairs, passenger lifting devices and barrow towing devices
- Passenger marshalling/guest interaction/assistance duties
- Operation of check-in and reservations systems
- Checking in guests
- Cash handling
- Make public announcements via PA systems

#### **(b) Operator (includes duties applicable to Operators in all years):**

Operators are team members that have undertaken the requisite training and assessment period for a Trainee. In addition to the duties of a Trainee, Operators are required without limitation to fulfil the following core duties:

- Operation of GSE including but not limited to: toilet & water servicing equipment and conventional pushback tractor
- Receipt of aircraft at gate, aircraft marshalling and wing walking duties
- Boarding Gate functions including operation of aerobridges
- Check-in duties including International
- Close flights
- Service desk
- Assist with service recovery and disruption handling
- Lounge & Priority check-in duties (by selection)
- Baggage Blues duties (by selection)
- “Buddy” duties as required (by selection)

**(c) Advanced:**

Advanced team members have undertaken the requisite recruitment and selection process to be offered an Advanced role. In addition to the duties of an Operator, Advanced team members are required without limitation to fulfil the following core duties:

- Allocate counters and break times to team members
- Process LMC requests
- Cash Room duties
- Dispatch of aircraft utilising PPU or Conventional Tug
- Aircraft Load Planning and preparation of Load and Trim
- Towing of aircraft
- De-icing of aircraft
- Application of Ground Power Units to aircraft
- Directing/communicating to Pit Crew to load aircraft in accordance with load plan

**(d) AMCO:**

AMCO team members have undertaken the requisite recruitment and selection process to be offered an AMCO role. AMCO team members are required without limitation to fulfil the following core duties:

- Source and disseminate all relevant operational information, ensuring all operational areas and relevant third parties are informed of day-to-day aircraft operational changes
- Process and communicate information that affects aircraft movement, receipt and dispatch
- Coordination on a daily basis of Virgin Blue’s airport operations which include sourcing and relaying NOTAMs, flight plans, weather and to prepare and issue departure control paperwork
- Bay planning and allocation

- Preparation of aircraft load and trim documentation
- Coordination of third party aircraft servicing functions such as re-fuelling, catering and cleaning

**(e) Airport Trainer:**

Airport Trainers have undertaken the requisite recruitment and selection process to be offered an Airport Trainer role. Airport Trainers are required to fulfil the following core duties:

- Deliver port based induction training and assessment
- Deliver port based recurrency training and assessment
- Deliver training around changes in operational procedures and systems
- Travel to ports outside of the main port to assist in the delivery of training
- Any other operational duties as required to ensure the smooth operation of the business as a last resort.

**16.2 Guest Contact Centre Team members:**

**(a) Trainee Agents:**

Trainee Agents are new team members training to become Guest Contact Centre Agents. During their first three months of employment in the GCC, they undertake basic knowledge and skills training and require an intensive level of support and supervision.

**(b) Guest Contact Centre Agent (includes Agents 1, 2 and 3):**

Guest Contact Centre Agents undertake learning in products, processes and skills beyond the basics (e.g. rescheduling, interline, code share, and quality). Through experience and coaching they develop the required skills to work confidently, requiring a reduced level of support or supervision, whilst incrementally extending their specific Virgin Blue knowledge and capability.

**(c) Guest Contact Centre Agent/Team Training Representative:**

GCC Agent/Team Training Representatives are team members who have been selected through a recruitment process, to assist the GCC Learning Team. At the direction of a GCC Learning Consultant, these agents may help develop a product or process training module. They may deliver training to other GCC Agents within their team and spend up to 20% of their time on these activities.

**(d) Guest Contact Centre Agent/Priority Assistance Desk Agent:**

GCC Agent/Priority Assistance Desk Agents are team members who have been selected through a recruitment process to join the Priority Assistance Desk Team. This team assists our GCC agents with complex or escalated issues and assists our Guest's with special service needs. When asked by a manager to assist with GCC Operational Co-ordination, they would receive a higher duty allowance if rostered those tasks.

The parties acknowledge that aircraft operating requirements will evolve over the life of the Agreement and that the duties relating to the functions identified above will change from time to time in meeting those operating requirements.

Virgin Blue will provide training to ensure that the appropriate industry standards are applied and maintained in the handling of aircraft and associated equipment and when dealing with guests and their property.

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## 17. Allowances

The allowances for the below activities for Ground Crew will increase by the percentages awarded to wage increases during the life of this Agreement. The allowances for year 1 are as follows:

Activity	Allowance
(a) coffin allowance - for handling human remains (per coffin)	\$2.35
(b) disability allowance (for 2 weeks or more of construction impeding the work environment):  (i) excessive fumes, noise and dust (per hour), which is payable where work takes place in an environment where there are excessive fumes, noise, dust or other like substances/disabilities because of construction work.  (ii) limited fumes, noise and dust (per hour), which is payable where work takes place in an environment where there are fumes, noise, dust or other like substances/disabilities because of construction work.	\$0.85          \$0.46
(c) first aid certificate allowance (per week) for team members nominated as workplace first aiders and holding current first aid certificates	\$11.95
(d) daily airport travel allowance for nominated team members who use their own vehicle between Brisbane airport and 56 Edmondstone Road Bowen Hills.	\$0.58 / km (As per the ATO cents per kilometre method, based on 1.6 Litre or less motor vehicle).

Allowances for night soil, transport, and laundry have been included in the base rate of pay.

**17.1 Meal Allowance**

The meal allowances for ground crew will increase by the percentages awarded to wage increases during the life of this Agreement. The allowances for year 1 are as follows:

Meals or meal allowance for a shift worker working overtime:		
<b>(a)</b>	either more than an hour before start time, or more than an hour after finishing time or;	\$11.07
<b>(b)</b>	overtime on a day off where duty is as follows:	
(i)	4 – 9 hours; and	
(ii)	after 9 completed hours and on completion of each extra 4 hours thereafter	

Team members are not entitled to payment of meal allowances if meals are provided by Virgin Blue.

**17.2 Overnight and travel allowances**

The overnight and travel allowances are as follows:

<b>Overnight allowance:</b>	Up to 30/6/2010	From 1/7/2010	From 1/7/2011	From 1/7/2012
Where a team member is required to be away from their home base for duty and overnights as part of that duty, Virgin Blue will provide accommodation and pay allowances as follows:	\$15.90	\$16.83	\$17.58	\$18.39
1) An incidental allowance of \$15.90 per night; and				
2) Meal allowances, if the team member is away from their home base during a meal window. The meal windows and allowances payable are as follows:				
• Breakfast (0600 – 0800hrs);	\$21.10	\$22.02	\$22.77	\$23.58
• Lunch (1200 – 1400hrs); and	\$23.65	\$24.57	\$25.32	\$26.13
• Dinner (1800 -2000hrs).	\$40.65	\$41.58	\$42.33	\$43.14
Team members are not entitled to payment of meal allowances if meals are provided by Virgin Blue and the rates may vary under ATO guidelines for certain regional cities.				

<p>Team members invited to attend an educational (famil), where accommodation, meals and travel are provided are not entitled to payment of the incidental or meal allowances.</p>				
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## 18. Probationary Period

The probationary period for all new ground crew team members is as follows:

- (a) It starts on the commencement of employment;
- (b) It continues during a single induction training period of no more than 4 weeks; and
- (c) It ends 90 days after the completion of the induction training period of no more than 4 weeks.
- (d) If a team member is absent from work on account of personal illness for 5 or more days during the period of time in (a) through to (c) above, the probationary period will be extended by the period of absence.

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## 19. Superannuation

Virgin Blue will make its team member superannuation contributions to the Transuper Superannuation Fund unless:

- (a) otherwise varied by Federal legislation; or
- (b) a team member nominates in writing that contributions are to be paid into another fund.

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## 20. Termination of Employment by Virgin Blue

### (a) Notice of Termination

- (i) Except in the case of a termination for redundancy reasons, if Virgin Blue decides to terminate the employment of a team member it will give to the team member written notice, or payment in lieu thereof, according to the following table:

<b>Period of continuous service</b>	<b>Period of Notice - Team member aged less than 45</b>	<b>Period of Notice - Team member aged 45+</b>
Probationary period	1 week	2 weeks
After probationary period	4 weeks	5 weeks

- (ii) The requirement to give notice applies to termination for any reason, except if the termination is for conduct justifying instant dismissal. In the case of conduct justifying instant dismissal, the period of notice will be nil. The termination of employment will be in accordance with procedural fairness.
- (iii) The notice of termination required to be given by a team member to Virgin Blue is the same as that required of Virgin Blue to a team member.
- (iv) If a team member does not give the required period of notice, Virgin Blue has the right to withhold monies due to the team member to an amount equal to the rate of pay that would otherwise have been payable for the period of notice not worked.
- (v) The period of notice in this clause does not apply to casual team members, team members engaged for a specific period of time or for a specific task or tasks. These team members will have their notice terms provided in their letters of engagement.
- (vi) In the case of termination for redundancy reasons, a separate table is provided below.
- (vii) If Virgin Blue decides to make a team member's position redundant and requires a team member to work the notice, then Virgin Blue will allow the team member a reasonable amount of time off to find alternative work during the notice period.

**(b) Redundancy**

- (i) Where Virgin Blue decides to terminate a team member's employment for redundancy reasons, the team member will be entitled to the following periods of notice:

<b>Period of continuous service</b>	<b>Period of Notice</b>
Probationary period	2 weeks
Probationary period - 4 Years (inclusive)	5 weeks
5 Years - 9 Years (inclusive)	8 weeks
10 Years +	12 weeks

- (ii) In addition, where adequate alternative employment cannot be found then a team member is also entitled to redundancy pay in accordance with the following rates:

<b>Period of continuous service</b>	<b>Redundancy pay</b>
0 – 2 Years	4 weeks pay
2 - 5 Years	2 weeks' pay per year
5 years +	10 weeks' pay plus 3 weeks per year of service over 5 years

- (c) Where adequate alternative employment is offered to a team member and the team member either accepts or declines it then, the team member is not entitled to any redundancy pay. Adequate alternative employment means no disadvantage to the team member's current pay or classification, or as agreed between Virgin Blue and the team member.
- (d) Should the current federally recognised redundancy provisions (eg TCR) severance pay rates be reviewed and amended by Fair Work Australia, the new severance pay rates will apply to ground crew redundancies as if they were a part of this Agreement.

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## **21. Classifications and Wage Rates**

### **Sign-On Bonus**

- (a) In addition to the wage rates provided below, all eligible team members will receive a one-off sign-on bonus payment as follows:
- (i) Full time team members, employed as Ground Crew prior to 1 April 2009 will receive \$1841 gross.
  - (ii) Part time team members, employed as Ground Crew prior to 1 April 2009 will receive \$1289 gross;
  - (iii) Team members employed on or after 1 April 2009 will receive a pro-rated payment of the payment provided in clause 21 (a) (ii) based on length of service.
- (b) Eligible team members are team members covered by this agreement at the time of the vote and who are still employed by Virgin Blue at the time of payment.

**Wage Rates**

(c) Wage rates for year one of this Agreement will commence in the first full pay period from 7 March 2010.

(d) Wage rates for year one are:

(i) **Airport Team members:**

<b>Classification</b> <i>(as per classification structure)</i>	<b>Year 1 of Agreement</b>
Airport Trainer (by recruitment)	\$868.54

<b>Classification</b> <i>(as per classification structure)</i>	<b>Year 1 of Agreement</b>
Pit Crew Advanced (by recruitment)	\$790.50
Pit Crew Operator 3.3 (4 years +)	\$737.88
Pit Crew Operator 3.2 (3 years +)	\$680.20
Pit Crew Operator 3.1 (2 years +)	\$665.00
Pit Crew Operator 2 (13-24 months)	\$653.60
Pit Crew Operator 1 (7-12 months)	\$646.00
Pit Crew Trainee (0-6 months)	\$630.80

<b>Classification</b> <i>(as per classification structure)</i>	<b>Year 1 of Agreement</b>
AMCO (by recruitment)	\$790.50
Guest Services Advanced (by recruitment)	\$790.50
Guest Services Operator 3.3 (4 years +)	\$737.88
Guest Services Operator 3.2 (3 years +)	\$712.50
Guest Services Operator 3.1 (2 years +)	\$695.40
Guest Services Operator 2 (13-24 months)	\$684.00
Guest Services Operator 1 (7-12 months)	\$668.80
Guest Services Trainee (0-6 months)	\$653.60

(ii) **Guest Contact Centre Team members:**

<b>Classification</b> <i>(as per classification structure)</i>	<b>Year 1 of Agreement</b>
Priority Assistant Desk Agent (by recruitment)	\$ 813.16
Team Training Representative Agent (by recruitment)	\$774.44
Guest Contact Centre Agent 3.3 (4 years +)	\$737.88
Guest Contact Centre Agent 3.2 (3 years +)	\$728.38
Guest Contact Centre Agent 3.1 (25 months +)	\$715.50
Guest Contact Centre Agent 2 (13-24 months)	\$707.86
Guest Contact Centre Agent 1 (4-12 months)	\$680.85
Trainee Agent (0-3 months)	\$653.85

(e) Wage rates for year two, commencing on the first full pay period 12 months after the year one wage increase:

(iii) **Airport Team members:**

<b>Classification</b> <i>(as per classification structure)</i>	<b>Year 2 of Agreement</b>
Airport Trainer (by recruitment)	\$894.59

<b>Classification</b> <i>(as per classification structure)</i>	<b>Year 2 of Agreement</b>
Pit Crew Advanced (by recruitment)	\$814.22
Pit Crew Operator 3.3 (4 years +)	\$760.02
Pit Crew Operator 3.2 (3 years +)	\$700.61
Pit Crew Operator 3.1 (2 years +)	\$684.95
Pit Crew Operator 2 (13-24 months)	\$673.21
Pit Crew Operator 1 (7-12 months)	\$665.38
Pit Crew Trainee (0-6 months)	\$649.72

<b>Classification</b> <i>(as per classification structure)</i>	<b>Year 2 of Agreement</b>
AMCO (by recruitment)	\$814.22
Guest Services Advanced (by recruitment)	\$814.22
Guest Services Operator 3.3 (4 years +)	\$760.02
Guest Services Operator 3.2 (3 years +)	\$733.88
Guest Services Operator 3.1 (2 years +)	\$716.26
Guest Services Operator 2 (13 – 24 months)	\$704.52
Guest Services Operator 1 (7-12 months)	\$688.86
Guest Services Trainee (0-6 months)	\$673.21

(iv) **Guest Contact Centre Team members:**

<b>Classification</b> <i>(as per classification structure)</i>	<b>Year 2 of Agreement</b>
Priority Assistant Desk Agent_(by recruitment)	\$ 837.55
Team Training Representative Agent_(by recruitment)	\$797.67
Guest Contact Centre Agent 3.3 (4 years +)	\$760.02
Guest Contact Centre Agent 3.2 (3 years +)	\$750.23
Guest Contact Centre Agent 3.1 (25 months +)	\$736.97
Guest Contact Centre Agent 2 (13-24 months)	\$729.10
Guest Contact Centre Agent 1 (4-12 months)	\$701.28
Trainee Agent (0-3 months)	\$673.47

- (f) Wage rates for year three, commencing on the first full pay period 24 months after the year one wage increase:

(v) **Airport Team members:**

<b>Classification</b> <i>(as per classification structure)</i>	<b>Year 3 of Agreement</b>
Airport Trainer (by recruitment)	\$921.43

<b>Classification</b> <i>(as per classification structure)</i>	<b>Year 3 of Agreement</b>
Pit Crew Advanced (by recruitment)	\$838.64
Pit Crew Operator 3.3 (4 years +)	\$782.82
Pit Crew Operator 3.2 (3 years +)	\$721.62
Pit Crew Operator 3.1 (2 years +)	\$705.50
Pit Crew Operator 2 (13-24 months)	\$693.40
Pit Crew Operator 1 (7-12 months)	\$685.34
Pit Crew Trainee (0-6 months)	\$669.22

<b>Classification</b> <i>(as per classification structure)</i>	<b>Year 3 of Agreement</b>
AMCO (by recruitment)	\$838.64
Guest Services Advanced (by recruitment)	\$838.64
Guest Services Operator 3.3 (4 years +)	\$782.82
Guest Services Operator 3.2 (3 years +)	\$755.89
Guest Services Operator 3.1 (2 years +)	\$737.75
Guest Services Operator 2 (13-24 months)	\$725.66
Guest Services Operator 1 (7-12 months)	\$709.53
Guest Services Trainee (0-6 months)	\$693.40

(vi) **Guest Contact Centre Team members:**

<b>Classification</b> <i>(as per classification structure)</i>	<b>Year 3 of Agreement</b>
Priority Assistant Desk Agent_(by recruitment)	\$862.68
Team Training Representative Agent_(by recruitment)	\$821.60
Guest Contact Centre Agent 3.3 (4 years +)	\$782.82
Guest Contact Centre Agent 3.2 (3 years +)	\$772.74
Guest Contact Centre Agent 3.1 (25 months +)	\$759.07
Guest Contact Centre Agent 2 (13-24 months)	\$750.97
Guest Contact Centre Agent 1 (4-12 months)	\$722.31
Trainee Agent (0-3 months)	\$693.67

- (e) Team members whose wages do not change in the above table will change as listed in Appendix 1 (Classifications contained in 2005 Ground Crew Agreement).
- (f) The parties recognise that implementation of the above classification structure may take a number of months following the commencement of this Agreement. The parties will work together to ensure the transition occurs as smoothly as possible.
- (g) The parties also commit to ensuring that no team member's base rate of pay will decrease as a result of the transition into the new structure, i.e. where a team member's 2008 classification base rate of pay under the 2005 agreement is greater than the rate applicable to their classification within this agreement, the 2005 base rate will be maintained until such time as parity between the base rates is achieved. The ongoing wage rates applicable to team members within this scenario are shown in Appendix 1 (Classifications contained in 2005 Ground Crew Agreement).
- (h) If, during the life of this agreement, Virgin Blue introduces wide-bodied aircraft types and/or equips the current narrow body aircraft fleet with unit load device (ULD's) loading systems, the applicable wage rates for this work will be reviewed at that time by the relevant parties.

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## 22. Incentive Program

All team members covered under this Agreement will be eligible to participate in any company-wide incentive program that is implemented or currently in place. These programs sit outside the current Agreement and all terms and conditions relating to the incentive program will be provided in a separate policy. Terms and conditions will be equitable for all team members covered by such an incentive program.

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## 23. Higher Duties

- (a) Where a team member is required by Virgin Blue to perform the work of a team member in a higher position for a minimum period of 4 hours, and this is agreed to by the team member, the team member will be paid at the rate for the full shift, including average allowances and penalty payments, appropriate to that higher position for the whole shift.
- (b) Team members who complete the requirement for higher duties as described in clause 23 (a), and who are subject to wage rates described in Appendix 1 will be paid at the higher applicable rate described in Appendix 1 for the full shift, including average allowances and penalty payments.
- (c) Should the higher position not be subject to this Agreement, the team member will receive a rate which is 5% higher than the highest rate of pay described within their applicable classification and wages table set out in either clause 21 (b) or Appendix 1 within this Agreement. They will also receive average allowances and penalty payments, calculated on the rate that is 5% higher than the highest rate of pay set in this Agreement. As with clause 23 (a), these payments will be made for the whole shift.
- (d)

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## 24. Shift Loadings

Shift loadings are as follows:

Weekday/Weekend	Shift	Loading
Weekday	Morning Shift	Ordinary rates plus 20% loading for all time worked on morning shift
	Afternoon Shift	Ordinary rate plus 15% loading for all time worked on afternoon shift
	Night Shift	Ordinary rates plus 22.5% for all time worked on night shifts. Except where team members are on permanent night-shift in such cases a loading of 30% will apply.
Weekend/Public	Saturday Shifts	Time-and-one-half for all work performed

Holiday	Sundays and Public Holidays (Except Christmas and Good Friday)	Double time for all work
	Christmas and Good Friday	Double-time-and-one-half for all work

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## 25. Overtime

25.1 Eligibility for overtime payments are limited to the following:

(a) Full-time team members will be eligible for overtime where:

- (i) A full-time team member works a longer period than his or her rostered shift period; or
- (ii) More than 38 hours per week is worked, averaged over a roster cycle; or
- (iii) More than 38 hour or 40 hours per week in the case of Monday-Friday workers, depending on current arrangements.

(b) Part-time team members will be eligible for overtime where:

- (i) A part-time team member works more than 8 hours per day; or in the case of Guest Contact Centre Agents more than 9.5 hours per day; or
- (ii) A part-time team member works more than 38 hours per week.

(c) Casual team members will be eligible for overtime where:

- (i) A casual team member works more than 8 hours per day; or in the case of Guest Contact Centre Agents more than 9.5 hours per day; or
- (ii) More than 38 hours per week is worked.

25.2 Overtime rates are as follows:

- (i) **day worker** - time and a half for the first 2 hours and then double-time; and
- (ii) **shift-worker** - double time.

25.3 GCC@Home agents will be able to accept overtime shifts at less than 4 hours resulting in overtime being paid only for the actual hours worked.

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## 26. Payment of Wages

Wages will be paid fortnightly by electronic funds transfer.

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## 27. Meal and Rest Breaks

Meal and rest breaks will be in accordance with the following table and team members may take their breaks in areas provided by Virgin Blue:

### (a) Airports

Period worked	Break
Day work per shift of more than 4 hours	<u>Meal break</u> 30 minutes - 1 hour unpaid break. To be taken no later than after 5 -6 hours worked.
Shift work per shift of more than 4 hours	<u>Meal break</u> 20 minutes paid break to be taken no later than 5 – 6 hours worked at an operationally convenient time.
Per shift of at least 4 hours	<u>Rest break</u> 10 minutes paid break. To be taken at an operationally convenient time.
Overtime of more than 1 hour before or after rostered finishing time: (a) initially; and (b) after every extra 4 hours	<u>Meal break</u> Paid break at overtime rates (a) 20 minutes; and (b) 30 minutes.

### (b) Guest Contact Centre

Period Worked	Break
Per shift more than 4 hours	<u>Meal Break</u> A meal of at least 30 minutes per shift to be counted as time worked. To be taken no later than after 5-6 hours worked.
Per shift more than 8 hours	<u>Rest Break</u> Two, 15 minutes paid breaks. To be taken at a convenient time (for 8 hours or less - one 15 minute break).
Overtime of more than 1 hour before or after rostered finishing time: (a) initially; and (b) after every extra 4 hours	<u>Meal Break</u> Paid break at overtime rates (c) 20 minutes; and (b) 30 minutes.

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## **28. Break between Shifts**

- (a) When publishing shift rosters, Virgin Blue will provide a break of at least 10 hours between leaving work after the finish of one shift and returning to work for the next shift.
- (b) However, where mutually agreed between the team member and Virgin Blue (including approved shift swaps between team members), a break of less than 10 hours between shifts can be approved. Virgin Blue management will monitor breaks between shifts to ensure that team members wellbeing and safety is maintained.
- (c) A GCC@Home Agent may start a shift without a 10 hour break between the finish of one shift and the start of another shift. (If working 12 hours in a 24 hr period they must receive a 10 hour break).

## **Part 5 Leave**

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### **29. Annual Leave**

- (a) Full time team members are entitled to paid annual leave as follows:
  - (i) shift workers - 35 consecutive days (i.e. 5 weeks); and
  - (ii) day workers - 28 consecutive days (i.e. 4 weeks).
- (b) Part-time team members and team members working flexible arrangements are entitled to paid annual leave on a pro-rata basis.
- (c) Team members are entitled to a minimum of 17.5% annual leave loading, or averaged shift penalties which ever is the greater.
- (d) Accrued annual leave entitlement is only paid out on termination.
- (e) Accrued annual leave should be taken within 12 months of it accruing; Virgin Blue may require a team member to take annual leave on a minimum of 4 weeks written notice.
- (f) Annual leave will be rostered at the discretion of Virgin Blue in consultation with the consultative committee.
- (g) You may request to cash out a portion of your accrued annual leave on compassionate grounds by mutual agreement with Virgin Blue. The ability to cash out annual leave will be in accordance with the provisions of the Fair Work Act (Cth).

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## **30. Personal Leave**

- (a) Personal leave is available for any of the following:
  - (i) personal illness or injury, carer's obligations for family or household members, subject to the provision of appropriate documentation, including medical certificate, if leave is for 2 days or more or leave is taken immediately before or after annual leave or a public holiday.
  - (ii) bereavement, subject to the provision of appropriate documentation if requested.
- (b) Personal leave accrues at the rate of 13 days in the first year of service and 18 days in each year of service thereafter. Part-time team members and team members working flexible arrangements receive a pro-rata entitlement.
- (c) In the event that high levels of absenteeism are identified, management will work with a team member to develop a sick leave management plan. In these circumstances, where a management plan is in place, team members may be required to provide medical certificates on request.

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## **31. Rostered Days Off**

- (a) Full-time team members who are engaged in day work of 40 normal hours per week are entitled to 12 rostered days off ("**RDOs**") per year, accruing at the rate of one RDO per month worked. One RDO is equivalent to 8 hours.
- (b) RDOs are incorporated into monthly rosters.
- (c) Full-time team members engaged to work as shift workers or day workers rostered an average of 38 hours per week are not entitled to RDO's.
- (d) Non-full time team members and full time team members working other flexible arrangements receive a pro-rata RDO entitlement only in the event that they work the equivalent time for RDO accrual purposes as detailed in clause 31(a).
- (e) Casual team members are not entitled to RDOs.

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## **32. Parental Leave**

Parental leave (paternity, adoption or maternity leave) is covered in Federal legislation. The process for taking leave is set out in this clause. Any changes to legislation will be reviewed at the time to determine how changes will be implemented.

## 32.2 Eligibility

- (a) A team member is eligible for parental leave if he or she is a part time or full time team member and has completed a minimum of 12 months continuous service with Virgin Blue as at the date of commencing parental leave.
- (b) A casual team member is eligible for parental leave if he or she is employed by Virgin Blue on a regular and systematic basis for a sequence of periods of at least 12 continuous months and he/she has a reasonable expectation of continuing employment on a regular and systematic basis.

## 32.3 Definitions

- (a) Continuous Service: means service, including a period of authorised leave, under an unbroken contract of employment.
- (b) Parental Leave: covers maternity, paternity or adoption leave.
- (c) Maternity leave: leave taken by a female team member in relation to the birth of her child/children.
- (d) Paternity leave: leave taken by a male team member in relation to the birth of his child/children.
- (e) Adoption Leave: leave taken by a team member (male or female) who is in the process of adopting, or having recently adopted a child/children under 5 years of age, and where the adopted child/children has/have not previously lived continuously with either parent for at least 6 months and is/are not a child/children or stepchild/stepchildren of the team member or the team member's spouse.
- (f) Primary caregiver: a team member who assumes the principal role of providing care and attention to the relevant child/children throughout the period of leave as primary caregiver.
- (g) Special Maternity Leave: unpaid leave taken by a female team member because:
  - (i) she is pregnant and has a pregnancy related illness; or
  - (ii) she has been pregnant and the pregnancy has ended within 28 weeks of the expected date of the birth of the child/children (other than by the birth of a living child/children).
- (h) Spouse: includes a team member's spouse, a former spouse, a de facto spouse (including a same sex partner) and a former de facto spouse.

## 32.4 Entitlement

Whilst maternity, paternity and adoption leave entitlements are separate entitlements, an eligible team member is entitled to a total of 78 weeks parental leave if they are the primary caregiver of the relevant child/children.

Whilst the provisions below are drafted in traditional language, Virgin Blue acknowledges the rights of same sex couples.

### 32.5 Maternity Leave

Eligible female team members who comply with the notification and documentary requirements are entitled to:

- (a) Ten weeks paid maternity leave at the team member's basic rate of pay (not including overtime, shift penalties, allowances etc).
- (b) A team member can take their 10 weeks paid leave as 20 weeks at half pay, however the total parental leave period (which includes any parental leave taken by his/her spouse as primary caregiver) must not be longer than 78 weeks.
- (c) Up to a further 68 weeks unpaid maternity leave, immediately following the 10 weeks paid maternity leave, if the team member will be the primary caregiver of the relevant child/children.
- (d) A team member may apply for other paid leave which she has accrued, such as annual leave or long service leave to be taken in conjunction with, maternity leave, however the total amount of leave taken may not exceed 78 weeks.
- (e) Any period of maternity leave taken by the team member as primary caregiver will be offset by any period of parental leave taken or to be taken by his/her spouse as primary caregiver. That is, there must be no more than 78 weeks parental leave, taken in one consecutive period, for the primary caregivers of the relevant child/children.
- (f) Maternity leave generally starts at a time within 6 weeks before the expected date of the birth of the child/children. Virgin Blue may require the team member to produce a medical certificate or letter from her doctor confirming that it is safe for the team member to work up to the point in time that she commences maternity leave. Maternity leave must include a period of at least 6 weeks leave after the birth of the child/children.
- (g) Access to accrued personal leave provided the team member maintains a minimum personal leave balance of what she would normally accrue in 1 year. Accrued personal leave can be taken:
  - (i) during pregnancy, prior to the commencement of maternity leave, for the purpose of attending necessary doctor/hospital appointments (this does not reduce the team member's maternity leave entitlement); and/or
  - (ii) during maternity leave (this does not extend the team member's period of maternity leave, it just gives the team member the ability to receive more pay during the period of maternity leave).
- (h) Access to unpaid special maternity leave which the team member can take in relation to a pregnancy related illness, or to recover from a miscarriage that occurs within 28 weeks of the expected date of birth or in the event of a still birth. The team member is entitled to take special maternity leave for the period stated in a medical certificate provided to the team member's manager.
- (i) Transfer to a safe job if risks arising out of team member's pregnancy or risks connected with the role are considered unsafe, provided:

- (i) she qualifies for and has already formally applied for maternity leave; and
- (iii) she gives Virgin Blue a medical certificate from a medical practitioner stating that she is fit to work but that it is inadvisable to continue in the present role. In this case, Virgin Blue may also ask the team member to see a Virgin Blue nominated doctor to understand the reasons and if possible, to provide her with duties that are suitable.

### **32.6 Paternity Leave**

Eligible male team members who comply with the notification and documentary requirements are entitled to:

- (a) Two weeks paid paternity leave at the team member's base rate of pay (not including overtime, shift penalties, allowances etc).
- (b) Paid paternity leave generally starts at the time beginning with the birth of the team member's child/children. It can however be taken at another time that is near this time (e.g. beginning a week after the birth) if approved by the team member's manager.
- (c) Up to a further 76 weeks unpaid paternity leave if the team member will be the primary caregiver of the relevant child/children.
- (d) A team member may apply for other paid leave which he has accrued, such as annual leave or long service leave to be taken in conjunction with, paternity leave, however the total amount of leave taken may not exceed 78 weeks.
- (e) Access to accrued personal leave provided the team member maintains a minimum personal leave balance of what he would normally accrue in 1 year. This does not extend the team member's period of paternity leave, it just gives the team member the ability to receive more pay during the period of paternity leave.
- (f) Any period of paternity leave taken by the team member as primary caregiver will be offset by any period of parental leave taken or to be taken by his spouse as primary caregiver.
- (g) Any period of paternity leave taken by the team member as primary caregiver must be taken as a single, unbroken period. It may, however, be taken at any time within 18 months after the date of birth of the relevant child/children.

### **32.7 Adoption Leave**

Eligible team members (male and female) who comply with the notification and documentary requirements are entitled to:

- (a) Three weeks paid adoption leave at the team member's base rate of pay (not including overtime, shift penalties, allowances etc).
- (b) If both team members work at Virgin Blue, they may each take 3 weeks paid adoption leave.

- (c) Paid adoption leave generally starts at the time beginning with the adoption of the child/children. It can however be taken at another time that is near this time (e.g. beginning a week before adoption) if approved by the team member's manager.
- (d) Up to a further 75 weeks unpaid adoption leave if the team member will be the primary caregiver of the relevant child/children.
- (e) Any period of adoption leave taken by the team member as primary caregiver will be offset by any period of adoption leave taken or to be taken by his/her spouse as primary caregiver
- (f) Any period of adoption leave taken by the team member as primary caregiver must be taken as a single, unbroken period. It may, however, be taken at any time within 12 months after the date of adoption of the relevant child/children.
- (g) Up to 2 days unpaid leave (in total) to attend any interviews or examinations that are required to adopt the child/children. If both team members work for the Virgin Blue Group, they may take up to 2 days unpaid leave each.

### **32.8 Parental Leave and Other Types of Leave**

Team members may take other types of leave (e.g. annual leave or long service leave) in conjunction with parental leave, provided they comply with the requirements for that other leave.

### **32.9 Notification Requirements**

- (a) A team member's initial notification to their manager can be informal (e.g. advise of their good news, the approximate period of time desired away from work and the expected 'start date' for the leave). The initial notification should be at least 6 months before the team member intends to take the leave. This will give the manager time to start planning for the absence. The initial notification must however be followed up by some documentation.
- (b) Team members wanting to take maternity or paternity leave need to give their manager subsequent notification in the form of a medical certificate at least 10 weeks prior to the expected date of birth confirming their (or their spouse's) pregnancy and the expected date of birth.
- (c) Team members wanting to take adoption leave need to give their manager subsequent notification in the form of a written notice of their intention to apply for adoption leave and of the expected placement day as soon as reasonably practicable. Team members wanting to take adoption leave then need to give written notice of the first and last days of adoption leave they intend to apply for within certain time periods.

### **32.10 Documentation Requirements**

- (a) A team member should submit their formal application as soon as they can. The application must however be made at least 4 weeks before the intended start date of the leave.

- (b) To make the formal application the team member must provide:
- (i) a completed Virgin Blue leave form; and
  - (ii) a signed statutory declaration in the form approved by the Virgin Blue which details certain required information about the proposed period of parental leave which includes:
    - the expected date of birth/adoption of the relevant child/children;
    - the first and last days of the proposed parental leave;
    - details about who will be the primary caregiver of the child/children and when this will occur;
    - details about any parental leave taken or to be taken by the team member's spouse;
    - an acknowledgement by the team member that he/she:
      - will be the primary caregiver of the relevant child/children for the duration of time he/she takes leave as primary caregiver (if applicable);
      - are providing true and accurate information about the parental leave application;
      - will notify the Virgin Blue within 7 days about any changes to the information provided;
      - agrees that the Virgin Blue may initiate disciplinary action against him/her (including possible termination of employment) if he/she provides information that is not true and accurate and/or he/she fails to update that information within the requisite period of time;
      - will repay any money given to him/her as a consequence of any information he/she provides that is not true and accurate; and
      - will not engage in any conduct inconsistent with his/her this workplace agreement while on parental leave.

### **32.11 Extending or Shortening Parental Leave**

- (a) A non-primary caregiver cannot extend parental leave. The primary caregiver may make one application to extend his/her parental leave provided he/she gives 14 day written notice of the extension (specifying the new date on which he/she wishes to return to work). The written notice should be provided to the team member's manager.
- (b) A team member can apply to shorten his/her parental leave by submitting a request in writing to their manager, at least 14 days before his/her requested return date. The team member will be notified by his/her manager as to whether or not this is possible.
- (c) A team member may apply to extend his/her parental leave beyond 78 weeks in accordance with the provisions of the National Employment Standards.

### **32.12 Returning From Leave**

- (a)** If a team member is a mother she must take a minimum of 6 weeks leave following the birth of her child to recuperate from child birth.
- (b)** On return from a period of parental leave a team member is entitled to return to:

  - (i) the role he/she held immediately before the starting the parental leave;
  - (ii) (if he/she were promoted or voluntarily transferred to a new role during the parental leave) to the new role; or
  - (iii) (if she began working part-time because of her pregnancy) to the role she held immediately before starting part time work.
- (c)** If team member's former role no longer exists, and he/she is qualified and able to work for the Virgin Blue in another role, he/she is entitled to return to:

  - (i) that role; or
  - (ii) if there are 2 or more such roles – whichever role is nearest in status and remuneration to the team member's former role.
- (d)** If a team member would like to make a request to return to a part time role, their manager, the Manager Once Removed (MoR) and the relevant People contact will discuss the request. However it will not always be possible to provide a part time role. This is because of a range of factors including:

  - (i) whether the full time role can be reduced to a part time role;
  - (ii) whether the full time role can be shared between different team members;
  - (iii) whether there are any other part time roles that are available;
  - (iv) the impact on the Virgin Blue operational requirements.
- (e)** At the completion of 65 weeks of parental leave (or earlier, should the team member return before 65 weeks), the team member is entitled to return to the workplace on a mutually negotiated return to work roster for a period of 3 months from the date of returning to the workplace. The intent of the return to work roster is to best assimilate the returning team member to the operation whilst balancing parental commitments. At the conclusion of the 3 months return to work roster, the team member will return to the position (inclusive of roster requirements) that they held immediately before commencing parental leave.

**32.13** Other types of leave (for e.g. annual leave, personal/carer's leave and long service leave) will not accrue during periods of parental leave. A team member's continuity of service will be maintained whilst on parental leave.

**32.14** In the event that a team member's child/children passes away before he/she starts parental leave, then his/her application for parental leave will lapse. Whilst the maternity leave lapses, Virgin Blue will ensure the team member has the necessary

time to grieve. A team member may refer to their manager for further support to find out what options are available.

If a team member's child/children passes away during a period of parental leave, then the parental leave continues (including paid and unpaid leave), however the team member may wish to apply to return to work earlier than originally agreed.

- 32.15** If a team member experiences a recurrence of a prior work related injury while on any period of parental leave, he/she must notify their manager immediately.
- 32.16** If a team member or their spouse has another child/children, he/she can access another period of parental leave provided he/she meets the eligibility criteria in the agreement and other applicable law. The team member must however complete a further 12 months continuous service with the Virgin Blue to receive any further paid parental leave.
- 32.17** It is possible for a team member who is on parental leave to be engaged to undertake casual/part time/full time work for the Virgin Blue in the office or from home, and by doing so, effectively break their parental leave. The team member would not be considered to be on parental leave while they are engaged in this work, but on completion of the work, the team member would resume their parental leave. This break does not allow him/her to extend their parental leave beyond the maximum leave period of 52 weeks.
- 32.18** If a team member decides to resign whilst on parental leave, he/she must submit their resignation in writing to their manager giving at least 4 weeks notice.
- 32.19** A team members is not entitled to payment for public holidays that fall during a period of parental leave.

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### **33. Public Holidays**

- (a)** Team members (other than casual team members) are entitled to the following public holidays:
- (i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
  - (ii) As declared or proclaimed - Australia Day, Anzac Day, Queen's Birthday, Eight Hours' Day/Labour Day, Exhibition Day (Queensland only), August Bank Holiday (NSW only), Cup Day (Victoria only); and
  - (iii) any additional days declared or proclaimed as public holidays within that particular State or Territory that the team member is working in at the time.

- (b) Team members are entitled to a day in lieu if:
- (i) a public holiday falls on a day on which a team member would otherwise be rostered to work; or
  - (ii) an annual leave day falls on a public holiday that the team member would have otherwise been required to work on.

Days in lieu balances will be paid out as they accrue unless another date is nominated. Alternatively the team member may request to take the day in lieu within three months of accrual or longer by agreement.

- (c) Team members working on a public holiday are entitled to be paid:
- (i) for at least 4 hours work;
  - (ii) at double time except in the case of Christmas Day and Good Friday;
  - (iii) at double time and a half in the case of Christmas Day and Good Friday.
- (d) Team members other than casuals are entitled to public holidays as gazetted in the relevant State or Territory as being a public holiday.

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## **34. Long Service Leave**

Long service leave will accrue in accordance with legislation in force from time to time in the State or Territory in which the team member resides at the time of the benefit falling due.

## **Part 6 Other Matters**

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### **35. Jury Service**

Ground Crew will be paid when required to attend proceedings in accordance with the relevant Federal State or Territory Jury Act provisions.

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### **36. Training and Daily Deployments**

Where team members are required to deploy to another base or training facility for duty Virgin Blue will provide return travel in accordance with Virgin Blue policy and will provide confirmed return travel.

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### **37. Travel Time Payment**

- (a) If a team member is required to travel for work or training and that travel involves interstate or international travel or travel outside of the metropolitan area of the team member's home base, they will be entitled to single time payment for travelling time. Travel time on Sundays or Public Holidays will be paid at time and a half.
- (b) For the purpose of this clause, travelling time will be calculated as follows:
- (i) There will be no component for travel between the team members' place of residence and their usual place of work;
  - (ii) The team member will be paid actual travelling time from their usual place of work to the point of final destination (e.g. the hotel or training facility at the point of final destination);
  - (iii) Except for travelling time referred to in clause (iv) below, there will be no component for any subsequent travel at the point of final destination (e.g. travelling time between the hotel and training facility at the point of final destination);
  - (iv) The team member will be paid actual travelling time from the point of final destination (hotel or training facility, whichever it is that the team member leaves to go to the relevant airport) to their usual place of work.

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### **38. Dispute Resolution Training**

Where considered appropriate, a delegate may be afforded paid time to attend dispute resolution training. This is to be taken by approval of the local manager at a mutually acceptable time.

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### **39. Australian Security Identification Card**

Where a team member is required by law to obtain an Australian Security Identity Card to access any Australian Airport facilities to perform their work, the cost of the application fee and/or renewal fee and any other related expenses will be paid for by Virgin Blue. Virgin Blue reserves the right to seek reimbursement of costs from repeat lost card offenders.

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### **40. Renegotiation of Agreement**

The parties commit to commencing the renegotiation of this agreement six months prior to the nominal expiry date.

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**41. No Extra Claims**

The parties bound and team members covered by this Agreement will not pursue any claims relating to any matter or employment condition during the life of this Agreement.

**Signed as an agreement between:**

For **Virgin Blue Airlines Pty Ltd**  
in the presence of:

.....

.....  
(Date)

.....  
Signature of Witness

.....  
Name of witness in full

For the **Transport Workers  
Union** in the presence of:

.....

.....  
(Date)

.....  
(Signature of Witness)

.....  
(Date)

.....  
(Name of Witness in Full)

For the **Australian Services  
Union** in the presence of:

.....

.....  
(Date)

.....  
(Signature of Witness)

.....  
(Date)

.....  
(Name of Witness in Full)

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## Appendix 1: Red Circled Classifications and Wage Rates

### Wage Rates

(a) The wage rates applicable to existing team members who maintain their 2005 agreement classification following the implementation of the new structure are as follows:

(i) **Airport Team members:**

<b>Classification</b> <i>(as per 2005 Ground Crew Agreement classification structure)</i>	<b>Year 1 of Agreement</b>	<b>Year 2 of Agreement</b>	<b>Year 3 of Agreement</b>
PC3/GS3	\$868.54	\$894.59	\$921.43
Baggage Blues Leader	\$868.54	\$894.59	\$921.43
PC2X/GS2X Cross Trained	\$775.47	\$798.73	\$822.69