

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA97/190

TITLE: North Coast Airline Service Pty Ltd Clerical Employees Enterprise Agreement 1997

I.R.C. NO: 97/5948

DATE APPROVED/COMMENCEMENT: 10 November 1997 and commenced from the beginning of the first pay period on or after 10 November 1997

TERM: 12 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 18

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to all employees engaged in any of the occupations, industries or callings specified in the Clerical and Administrative Employees (State) Award

PARTIES: North Coast Airline Services Pty Ltd -&- Federated Clerks' Union of Australia, New South Wales Branch



NORTH COAST AIRLINE SERVICES PTY LTD
CLERICAL EMPLOYEES
ENTERPRISE AGREEMENT 1997

1. TABLE

This Agreement shall be known as the North Coast Airline Services Pty Ltd Employees Enterprise Agreement 1997.

2. ARRANGEMENT

The Agreement is arranged as follows:



<u>Subject Matter</u>	<u>Clause No.</u>
Application	3
Arrangement	2
Continuous Improvement	12
Consultation	9
Date & Period of Operation	5
No Extra Claims	10
Not to be used as a Precedent	11
Objectives of the Agreement	7
Parties Bound	4
Relationship to Parent Award	6
Title	1
Wages	8
Appendix A	

Ex 1

3. APPLICATION

This Agreement shall apply at North Coast Airline Services Pty Ltd Ballina NSW and its employees who are bound by the terms of the Clerical & Administrative Employees (State) Award 1996, insofar as those provisions relate to the parties referred to in Clause 4 - PARTIES BOUND - of this Agreement.

4. PARTIES BOUND

The parties to this Agreement are:



- (a) North Coast Airline Services Pty Ltd, Airport Terminal, Ballina Airport, Ballina 2478.
- (b) All employees whether members of the organisations of employees listed in subclause (c) hereof or not engaged in any of the occupations, industries or callings specified in the Clerical & Administrative Employees (State) Award 1996.
- (c) Federated Clerks Union of Australia, New South Wales Branch.

5. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the beginning of the first pay period to commence on or after the 10th November 1997 and shall remain in force for a period of 12 months.

6. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Clerical & Administrative Employees (State) Award 1996, provided that where there is any inconsistency between this Agreement and the Clerical & Administrative Employees (State) Award 1996, this Agreement, shall take precedence to the extent of the inconsistency.

7. OBJECTIVES OF THE AGREEMENT AND MEASURES TO INCREASE THE PRODUCTIVE PERFORMANCE OF THE ENTERPRISE AGREEMENT

The objectives of the Agreement and measures to increase the productive performance of the enterprise are described in Appendix A to this Agreement.

8. WAGES

Wages will be increased in accordance with Clause 3.1 of Appendix A to this Agreement.

9. CONSULTATION

The process for the parties to this Agreement to consult each other about matters involving changes to the organisation or performance of work should continue to be:



- Holding regular consultative committee meetings;
- Holding monthly communication meetings involving all employees and management.

10. NO EXTRA CLAIMS

It is a term of this Agreement that the Union and all employees bound by this Agreement will not pursue any extra claims, award or over award, for the life of this Agreement including increases arising from Award variations or decisions of the Commission other than increases that are consistent with the terms of the Agreement.

11. NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Enterprise.

12. CONTINUOUS IMPROVEMENT

Management, the Union and its employees covered by this Agreement are committed to searching for areas where improvements can be made and implementing such improvements as part of this Agreement.

NORTH COAST AIRLINE SERVICES PTY LTD

CLERICAL EMPLOYEES ENTERPRISE AGREEMENT



APPENDIX A

1.0 OBJECTIVES OF THIS AGREEMENT

The aims of this Agreement are to:

1. Assist the Company to maintain a competitive market position.
2. Maintain the shared commitment of employees, their union and management to:
 - Achieve market competitiveness.
 - Build continuous improvement into the productive performance of the Company by providing regular performance feedback to employee.
 - Use a consultative approach to work processes and change which minimises disputation and disruption.
 - Take responsibility for the whole work process and not just an individual's traditional job or department.
 - Increase skills and training to facilitate our ability to adapt to change, solve problems, reduce administrative and communication barriers and strengthen effective teamwork and flexibility.

2.0 COVERAGE OF THIS AGREEMENT

This agreement will cover all clerical employees employed by North Coast Airline Services Pty Ltd covered by the Clerical & Administrative Employees (State) Award.

3.0 CONDITIONS OF AGREEMENT

3.1 WAGES

Wages will apply as follows and include the annualisation of:-

- Shift penalties (Clause 7(i)) - Shift work area
- Annual leave loading (Clause 20) - Shift work/day work area
- Overtime and meal allowance (Clause 13) - Shift work/day work area
- 10 days gazetted public holidays (Clause 9.1) - Shift work area



As referred to in the Clerical and Administrative (State) Award.

As a result of this agreement the following rates of pay shall apply:

	<u>Per Week</u>	<u>Per Annum</u>
MULTI SKILLED BASE RATE	\$557.70	\$29,000.40

Day Workers are based on Level 3 of the Clerical & Administrative Employees (State) Award. This base rate has been calculated to include annualisation in accordance with 3.1 above.

MULTI SKILLED SHIFT RATE	\$662.30	\$34,439.60
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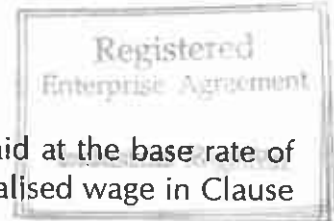
Shift Workers are based on Level 4 of the Clerical & Administrative Employees (State) Award. This base rate has been calculated to include annualisation in accordance with 3.1 above.

A commencement rate of 85% of the appropriate multi skilled rate will apply to new employees for the first 12 months.

Based on the above purpose and commitments, there will be a wage increase of 2%, or CPI increase whichever is the greater, from the first pay period commencing each twelve months from the date of certification of this agreement.

3.2 HOURS OF WORK

1. The ordinary hours of work shall be up to 7.6 hours per day.
2. Ordinary hours shall not exceed 38 hours per week.
3. Day Workers - Ordinary hours can be worked Monday to Friday between the hours of 7.00am and 6.00pm, and between 8.00am and 12 noon on Saturday.
4. Shift Workers - May work variable hours on any five in seven days with a minimum of six continuous hours and a maximum of 12 hours on any day at ordinary rates and shall not exceed 38 hours in any seven days.



3.3 OVERTIME

3.3.1 The first four hours of overtime per week will be paid at the base rate of pay as the penalties have been included in the annualised wage in Clause 3.1

3.3.2 Overtime in excess of four hours per week shall be paid at the appropriate penalty rate calculated on the base rate.

3.4 PUBLIC HOLIDAYS

Public holidays outside those gazetted in Clause 9.1 of the award will be paid at the appropriate rate.

3.5 SUPERANNUATION

(a) General Provisions

1. All permanent, part-time and casual employees shall become a participating member of the CARE Superannuation Plan and shall participate in accordance with the Fund Trust Deed.

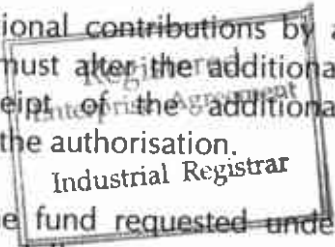
2. The employer shall contribute to the CARE Superannuation Plan on behalf of each worker the following level of contributions.

1997/98	6%
1998/99	7%
1999/2000	7%
2000/01	8%
2001/02	8%
2002/03	9%

3. The company shall provide each worker upon commencement of employment, membership forms of CARE Superannuation Plan and shall forward the completed membership form to CARE Superannuation within 14 days.

4. (a) An employee may make contributions to the Fund as specified in subclause 3 in addition to those made by the company under subclause 3.

(b) An employee who wishes to make additional contributions must authorise the company in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.

- (c) The company upon receipt of written authorisation from the employee, must commence making payments into the Fund on behalf of the employee within 14 days of receipt of the authorisation.
- (d) An employee may vary his or her additional contributions by a written authorisation and the company must alter the additional contributions within 14 days of receipt of the authorisation.  Industrial Registrar
- (e) Additional employee contributions to the fund requested under this subclause shall be expressed in whole dollars.
- (f) Exemptions from the SGC relate to the following employees:-
- employees who earn less than \$450 in a month;
 - employees under 18 years of age who are not working full-time (part time is less than 30 hours per week);
 - employees who are aged 65 years or over.

3.6 DISPUTES SETTLEMENT

In the event of a dispute arising during the course of this Agreement, the parties agree to observe Clause 41 Dispute Avoidance and Grievance Procedure of the Clerical and Administrative Employees (State) Award.

3.7 CLERICAL & ADMINISTRATIVE EMPLOYEES (STATE) AWARD

The parties are committed to the Clerical & Administrative Employees (State) Award continuing to cover the basic standards of employment at this site. Except where it is inconsistent with this Agreement the terms and conditions of the Clerical & Administrative Employees (State) Award will continue to apply. The parties are committed to the continued application of these terms and conditions unless varied by arbitration.

3.8 UNIFORMS

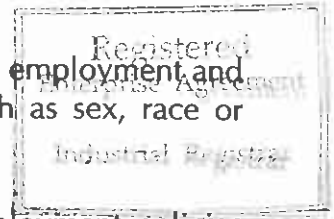
A company uniform will be supplied by the employer and maintained at the employee's expense.

3.9 TRAINING

All training costs including wages, meals, accommodation, travel and out of pocket expenses will be paid by the employer.

3.10 EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of North Coast Airline Services Pty Ltd to provide equal employment and placement opportunities to all people without regard to factors such as sex, race or religion.



The company is committed to providing an environment where employment policies and practices are based purely on merit, that is, knowledge, skills, abilities and experiences of people and not on assumptions based on the aforementioned factors.

3.11 DISCIPLINE POLICY

1. Objectives of Discipline Policy

A clear and effective Disciplinary Policy is fundamental in achieving production efficiency, safety and sound industrial relations. Disciplinary action is only necessary where the initial counselling of an employee has been unsuccessful. The most effective method of changing behaviour is by rewarding or recognising appropriate behaviour.

2. Stages of Discipline

The Union and the company agree on the following disciplinary procedure to be applied in the event of an employee's unacceptable work performance.

3. Stage 1 - To Counsel

In this process, the supervisor attempts to establish if there are reasons behind inappropriate behaviour. In order that this stage is effective, the supervisor must make a genuine attempt to understand the employee's behaviour. Having established the causes of the behaviour, the supervisor can ascertain whether or not the company is able to assist the employee. The relevant delegate should be informed on completion of this stage or will be involved at the member's request.

Where the supervisor is advised by the employee that he/she is experiencing some personal trauma, the supervisor will refer the employee to the Manager who will offer to arrange professional counselling for the employee.

4. Stage 2 - First Warning

Where unacceptable work performance/behaviour continues, the employee will be given a formal written warning by management after having indicated clearly to the employee:

- a) What is expected and required of him/her.
- b) Where and how he/she has failed to meet the required standard.

- c) What he/she must do to reach the required standard.
- d) What the consequences will be of failure to improve as required.

This warning is to be issued in the presence of the Union Organiser, Delegate and Manager.

In the event that there is no repetition of the same misdemeanour for a period of eight weeks, the warning will lapse.

5. Stage 3 - Final Warning

This is the final written warning before appropriate action is taken by management, ie demotion, transfer, dismissal. The employee is informed that if there is a repetition of the offending behaviour/poor performance, the employee will be subject to appropriate disciplinary action.

This final written warning is also to be given in the presence of the Union Organiser, Delegate and the Manager.

In the event that there is no repetition of the misdemeanour for a period of sixteen weeks, the warning will lapse.

6. Repetition of Misdemeanours after Lapse of Warnings

In the case of an employee whose first warning has lapsed, where there is a repetition of the same misdemeanour within a period of four months, he/she will be placed on a first warning.

In the case of an employee whose final warning has lapsed, where there is a repetition of the same misdemeanour within a period of six months, he/she will be placed on a final warning.

7. Avoidance of Disputes

In the event that there is disagreement between the parties on whether further disciplinary action is required, the matter will be subject to further discussions between the parties. Where the parties cannot reach agreement, the matter will be arbitrated by the Commission with both parties withholding any action until a decision is made. Both parties will abide by any decision.

8. Degrees of Discipline

Appropriate disciplinary action must be chosen for each misdemeanour. Different circumstances in each case make it impossible to generalise about which action is appropriate. Listed below however, are some guidelines for the assistance of supervisors.

CATEGORY 1

Absenteeism
Inefficiency and poor performance
Poor timekeeping
Minor breach of safety regulation
Leaving workplace without permission

Appropriate Discipline

Work through stages of discipline.



CATEGORY 2

Negligence
Malingering
Breach of safety regulations

Appropriate Discipline

May be necessary to by-pass counselling stage and give a warning to employee.

CATEGORY 3

Possessing or consuming alcohol or other drugs on the job or site
Deliberately damaging company property and personal property
Falsifying timesheets or Doctor's Certificates
Threatening/abusing a work mate or supervisor
Clocking on/off offences
Harassment
Vilification

Appropriate Discipline

May be necessary to summarily dismiss employee in the presence of Union Delegate and Manager. Where mitigating circumstances exist, it may be appropriate to give a final warning or to terminate the employee's contract of employment with due notice.

**NORTH COAST AIRLINE SERVICES PTY LTD
RECORD OF DISCIPLINARY ACTION**

Date

1. First or Final Warning (circle which one) issued to

.....

2. Has the employee been counselled YES/NO.

3. Summary of Misdemeanour

.....

.....

4. Why disciplinary action is being taken against the employee

.....

.....

5. What is expected of him/her

.....

.....

6. Where and how has the employee failed to meet the required standard

.....

.....

7. What must the employee do to reach the required standard

.....

.....

8. What will be the consequences of failure to improve as required

.....

.....

Manager issuing warning

Employee receiving warning

Union Delegate

Union Organiser

Manager



4.0 PART TIME AND CASUAL EMPLOYEES

In order to satisfy the company's operational requirements, the company may engage casual and part time employees to supplement permanent staff where a specific need is identified, eg peak demand period, to cover absences on annual leave, sick leave, long service leave, special projects and parental leave. The parties agree to jointly monitor the operation of this clause. Any dispute or grievance regarding the employment of casual and temporary staff shall be dealt with in accordance with the disputes procedure in the Clerical and Administrative Employees (State) Award, Clause 41.

4.1 PART TIME EMPLOYEES

Part time employees may be engaged on day work or shift work in accordance with the other provisions of this Agreement.



Part time employees will be paid at an hourly rate equal to the appropriate weekly rate divided by 38.

Part time employees will be entitled to annual leave, sick leave, and all other authorised leave on a proportional basis according to their ordinary hours of work.

Ordinary Hours of Work

- a) The minimum weekly hours of work for part time employees shall be 12.
- b) Maximum weekly hours of work for part time employees shall be 30.4 averaged over 12 months.
- c) The minimum daily hours of work for part time employees shall be 4.
- d) Part time employees shall not be required to work split shifts on a rostered basis.
- e) An unpaid meal break of a minimum of ½ an hour shall be provided to part time employees after 5 hours of work.
- f) Where a part time employee works in excess of 38 hours per week overtime rates shall apply.

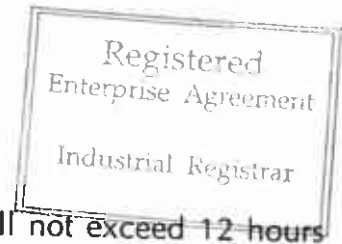
4.2 CASUAL EMPLOYEES

Casual employees may be engaged on day work or shift work in accordance with the other provisions of this agreement.

Casual employees will be paid at an hourly rate equal to the appropriate weekly rate divided by 38 plus 20 percent.

Casual employees will not be entitled to:-

- a) Annual Leave
- b) Sick Leave
- c) Public Holidays
- d) Parental Leave
- e) Compassionate Leave
- f) Family Leave



The maximum weekly hours of work for casual employees shall not exceed 12 hours per week averaged over 12 months.

An unpaid meal break of a minimum of ½ an hour shall be provided to casual employees after 5 hours work.

Where a casual employee has been engaged by the company for a period of less than 6 months, the casual employee's employment may be terminated on 1 hour's notice.

Where a casual employee has been engaged by the company on a regular and systematic basis for a sequence of periods of employment during a period of at least 6 months, the casual employee's employment may be terminated in accordance with Clause 5.0 of this agreement as if the casual employee was a permanent employee.

5.0 PERMANENT EMPLOYEES

Probationary Period

Permanent employees who are first employed by the company after the certification date may be required, at the employer's discretion to undergo a probationary period of 3 months. Any appointment involving probationary service will be confirmed in writing by the company.

At the conclusion of the probationary period, the company will review the employee's performance. At that time, the company will either:-

- a) confirm the employee's appointment; or
- b) terminate the employee's employment.

Termination of Employment during Probationary Period

During the probationary period, the employment of a permanent employee may be terminated by the employee or the company by giving 1 week's written notice, or by payment to the company or forfeiture by the employee of 1 week's pay in lieu of notice.

6.0 TIME OFF IN LIEU OF OVERTIME

The parties to this agreement agree that notwithstanding the provisions of Clause 12 - Overtime of the Clerical and Administrative Employees (State) Award, the following shall apply:-

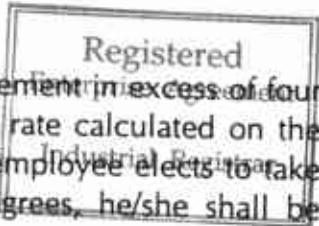
- a) Any overtime worked by employees covered by this agreement in excess of four hours per week shall be paid at the appropriate penalty rate calculated on the base rate in Clause 3.1. Provided, however, where the employee elects to take time off in lieu of such overtime, and the employer agrees, he/she shall be allowed free of duty the number of hours worked on overtime. Such time off shall be paid at the ordinary time rate of pay, and shall be taken at a time mutually agreed between the parties.
- b) Time off in lieu of overtime shall be given and taken within 28 days of the occurrence of the overtime. Where time off in lieu is not granted within the prescribed period, the time off shall be added to the employee's annual leave or taken by mutual agreement within 12 months of accrual.
- c) The allocation of overtime shall not be influenced by an employee's preference to be paid for overtime worked or to take time off in lieu thereof.
- d) The employer's salary and attendance records shall specify whether overtime is paid at the appropriate penalty rate or granted as time off in lieu at the employee's request.
- e) Section 129 of the Industrial Relations Act 1996 requires that an employer must keep records of remuneration paid and hours worked by employees.
- f) The Clerical and Administrative (State) Award contains a number of other provisions in Clause 23 relating to Personal/Carer's Leave.

7.0 EXEMPTIONS

Clause 40 Exemptions, of the Clerical and Administrative Employees (State) Award shall not apply.

8.0 RENEWAL

The parties agree to commence discussions for a further agreement three months prior to the expiry of this agreement.



Federated Clerks Union of Australia
(New South Wales Branch)

Maul

(signature)

DATED THIS 13th DAY OF October



North Coast Airline Services Pty Ltd



[Signature]

(signature)

DATED THIS FIFTEENTH DAY OF SEPTEMBER 1997

APPENDIX B

The following are comparisons between the Clerical & Administrative Employees (State) Award and the proposed Enterprise Agreement rates of pay.

AWARD RATE ANNUALISED

SHIFTWORK

	Per Week	Per Annum
Grade 4	\$492.90	\$25,630.80
(A) Shift Penalties		
(i) Early morning shift = 10%		
10% x \$492.90 = \$49.29		
\$49.29 x 23.5 weeks =	\$22.28	\$1,158.32
(ii) Afternoon shift = 17%		
17% x \$492.90 = \$83.79		
\$83.79 x 23.5 weeks =	\$37.87	\$1,969.06
(B) Overtime		
4 hours x 47 weeks = 188 hours		
188 hours x 1½ = 282 hours		
282 hours x \$12.92 per hour =	\$70.34	\$3,657.54
(C) Meal Allowance		
47 weeks x \$8.00 =	\$7.23	\$376.00
(D) Public Holidays		
10 days x \$98.58 =	\$18.95	\$985.80
(E) Annual Leave Loading		
17.5% x \$492.90 = \$86.26	\$8.29	\$431.30
\$86.26 x 5 weeks =	\$657.86	\$34,208.82
TOTAL		



PROPOSED ENTERPRISE AGREEMENT ANNUALISED RATE

SHIFTWORK

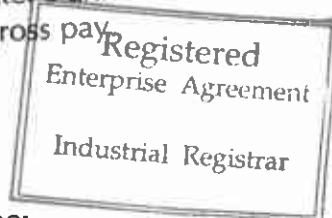
	Per Week	Per Annum
Grade 4	\$662.30	\$34,439.60

NOTE: The worst case scenario for comparing entitlements between the existing Award and the proposed Enterprise Agreement with respect to the latter's annualised entitlement approach is to compare Grade 4 afternoon shift worker gross pay.

The Award annualised entitlement would be:-
A(ii) + B to E inclusive = \$33,050.50

The proposed Enterprise Agreement annualised entitlement would be:-
= \$34,439.60

The latter proposal is more beneficial to the value of \$1,389.10 per year (\$26.70 per week).



AWARD RATE ANNUALISED

DAY WORK

	Per Week	Per Annum
Grade 3	\$451.20	\$23,462.40
(A) Overtime		
4 hours x 48 weeks = 192 hours		
192 hours x T½ = 288 hours		
288 hours x \$11.87 per hour =		\$3,418.56
(B) Meal Allowance		\$384.00
48 weeks x \$8.00 =		
(C) Annual Leave Loading		
17.5% x \$451.20 = \$78.96		\$315.84
\$78.96 x 4 weeks =		
	\$530.40	\$27,580.80
TOTAL		

PROPOSED ENTERPRISE AGREEMENT ANNUALISED RATE

DAY WORK	Per Week	Per Annum
Grade 3	\$557.70	\$29,000.40

