

ENTERPRISE AGREEMENT

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NEWCASTLE AIRPORT LIMITED

ENTERPRISE AGREEMENT

1996

NEWCASTLE AIRPORT LIMITED ENTERPRISE AGREEMENT**1996****NEWCASTLE AIRPORT LIMITED
ENTERPRISE AGREEMENT 1996****1 TITLE**

The Agreement shall be known as the *Newcastle Airport Limited Agreement 1996*.

2 PARTIES

The parties to this Agreement are:

- Newcastle Airport Limited (NAL), a company, jointly owned by the Councils of Newcastle City and Port Stephens, responsible for all operations at Newcastle Airport, located adjacent to the Williamtown RAAF Base.
- Each of the employees of Newcastle Airport Limited employed in classifications as set out in Clause 6 of this Agreement.

2A SCOPE AND PARTIES BOUND

This Agreement is binding on:

- NAL, of Newcastle Airport Williamtown NSW on the one part, and
- The employees of NAL employed at Newcastle Airport in the occupations of NAL operations level 1, 2 and 3 as described by Clause 6, Classification of this Agreement.

This agreement covers all terms and conditions of employment of the employees that are capable of being fixed by a state award.

2B DECLARATION

The parties to this Agreement declare that Agreement was not entered into under duress.

3 STATEMENT OF INTENT

All parties to this Agreement recognise the extremely important part played by Newcastle Airport, through NAL, in presenting an efficient and attractive interface between the air-travelling public and the Hunter Region. In recognition of this need, the parties are committed to making NAL an efficient, progressive business wherein customer service, consultative management, best practices and productivity are paramount.

4 TERM OF AGREEMENT

This Agreement will operate for a period of one year from the date of Registration.

4A NO EXTRA CLAIMS

The parties to this Agreement agree and concur that there shall be no extra claims made for the term of this Agreement. Any variation to this Agreement shall be by mutual consent of the parties in accordance with the Industrial Relations Act 1991.

4B FUTURE NEGOTIATIONS

The parties agree to commence negotiations on a new Agreement no later than three months prior to the expiry of this Agreement.

5 EMPLOYMENT

- Employees will include full-time, part-time and casual.
- Full-time and part-time employees shall be employed by the week and paid by the fortnight.
- Casual employees shall be employed and paid as such.
- It is recognised that in the interest of NAL performance, there will be times when employment of contractors will be required. NAL employees will work with and alongside such contractors as required by management.
- It is further recognised that businesses not being part of NAL may be sharing certain facilities with NAL employees. NAL employees will work with and alongside employees of such businesses as required by management.
- Newcastle Airport is contained within the precincts of Williamstown RAAF Base. It is recognised that certain aspects of Airport operations may, at times, involve matters of aviation and general security. As such, NAL employees shall, if required by NAL management, be subject to security checking procedures.

6 CLASSIFICATION

Employees will be termed **NAL Operators** and will be responsible for all duties at and related activities of NAL. An employee shall be classified to the level for which he or she can demonstrate competency in a substantial majority of skills required for that level plus competency in all skills below that level. NAL Operators will be classified as **Level 1, 2 or 3** according to requirements of NAL and demonstration of skills and competencies acquired as per the table below.

Employees will be engaged initially at an **Introductory Level** to cover the first twelve weeks trial employment period. See clause 19. Upon satisfactory completion of the trial period, employees will have completed requirements of Level 1 and will be paid at that level, or higher if applicable.

Employees will carry out duties as required by NAL and in accordance with any skills and any level for which competence has been accredited. Employees required to work in accordance with skills accredited above their classifications will be paid at the higher classification rate while so engaged.

The Consultative Committee as described in Clause 21 hereof shall be available to review problems or placement relating to Competency Levels.

LEVEL 1 COMPETENCIES	LEVEL 2 COMPETENCIES	LEVEL 3 COMPETENCIES
Aviation Security Awareness	Aircraft loading	Aircraft marshalling
Cleaning - buildings	Aircraft cleaning	Booking/numeracy
Drivers Licence: Class 1A minimum	Bar services	
Grass cutting - hand	Cardio Pulmonary Resuscitation	Mobile equipment operation
Labouring - grounds	St Johns First Aid Certificate	PC applications/wordprocessing
Literacy	Fire Safety/evacuation	Painting/Building maintenance
Watering system operation	Grass cutting - machine	Problem solving
Customer Awareness	Basic power tools use	Public relations
OH & S Awareness	Lifting techniques - manual	Work scheduling
Ramp Safety Awareness	Vehicle control: airside and public	Taxiway lighting servicing
Dangerous Goods Awareness: CAA	Food preparation	Airport Reporting Officer duties
	Retail Services operation	
	Business Lounge reception	
	Carpark operations	
	Switchboard Operation	
	Weeds: spraying	

7 SKILLS DEVELOPMENT

NAL will develop and ongoing Training Plan wherein all employees will be graded in respect of all skills. Thus training needs and opportunities for individuals and the organisation will be identified.

Skill requirements will be determined as those appropriate for the achievement of best-possible service to NAL users in respect of all present and future NAL operations. Employees will be encouraged to undertake studies aimed at general educational improvement, not necessarily strictly vocations.

Skills may be acquired either through external or "in house" providers and shall be assessed through formal demonstration of competency. Employees will receive formal conformation of skills accredited.

8 REMUNERATION

Employees will be paid at a flat, hourly rate which will incorporate all provisions for weekend work, public holidays and annual leave loading. Other than overtime, there will be no allowances or adjustments to the flat rate agreed. Remuneration will vary according to the employees classification: Introductory Level, or Level 1, 2 or 3 as outlined in "Skills and Competencies" above.

Work is structured around a 152 hour four-week period. Overtime constitutes hours in excess of 8 hours per day, 40 hours per week and 152 hours per 4-week period except that non-overtime hours per day and hours per week may be varied with mutual agreement between individual employees and NAL.

Overtime shall be paid at the rate of 1.5 times for the first two hours and 2.0 times thereafter on any given day.

Wages shall be paid EFT to employee-nominated participating establishment.

Casual rates shall be at ordinary rate plus 20%. Said 20% loading shall include the one twelfth annual leave payment.

Payment will be to the table below.

CLASSIFICATION	HOURLY RATE \$	WEEKLY RATE \$
NAL Introductory Level	10.92	415.08
NAL Operator Level 1	11.45	435.09
NAL Operator Level 2	12.25	465.59
NAL Operator Level 3	12.84	487.83

From 1 February 1997, payment will be to the table below:

CLASSIFICATION	HOURLY RATE \$	WEEKLY RATE \$
NAL Introductory Level	11.18	424.81
NAL Operator Level 1	11.70	444.81
NAL Operator Level 2	12.50	475.31
NAL Operator Level 3	13.09	497.56

9 HOURS OF WORK

Because duties must be coordinated with aircraft schedules which can change at short notice, a great deal of flexibility is necessary. Thus a flat rate of pay is applied for a wide range of duties, encompassing full-time, part-time and casual work. The principle underlying hours relate to 152 hours of work per four-week period. Where work is required beyond the 152 per four-week period, additional remuneration shall be paid at the rate described in Clause 8 hereof.

NEWCASTLE AIRPORT LIMITED ENTERPRISE AGREEMENT**1996****10 ROSTERS**

Rosters will be developed in consultation with NAL employees. Where possible, they will be prepared one full four week period in advance. An objective of rostering will be maintenance of balanced hours per week where possible. Rosters may vary outside of these principles for contingency needs beyond the control of NAL management.

11 PUBLIC HOLIDAYS

Public Holidays will be worked in accordance with needs of NAL operations and rosters prepared as above.

12 ANNUAL LEAVE

Shall be in accordance with *NSW Annual Holidays Act 1944*.

13 LONG SERVICE LEAVE

Shall be in accordance with *NSW Long Service Leave Act 1955*.

14 SICK LEAVE

Sick Leave is available to cover any NAL employee reasonably unable to attend and fulfil work requirements as a result of illness. It is a provision for sickness or other incapacity and thus can be claimed and paid only in that circumstance.

Annual entitlement of sick leave is eight (8) days. Untaken sick leave will accumulate up to a ceiling entitlement of eighty (80) days so as to give employees additional security of cover for longer-term incapacity.

15 PARENTAL LEAVE

Shall be in accordance with Ch2, Pt2, Divn3 of *NSW Industrial Relations Act 1991*.

15A PERSONAL CARERS LEAVE**15A.1 Use of Sick Leave**

15A.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 15.A.3(ii) who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 14 of this agreement for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

15A.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

15A.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

(i) the employee being responsible for the care of the person concerned; and

(ii) the person concerned being:

- (a) a spouse of the employee; or
- (b) a def facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to the person; or
- (c) a child or an adult (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or defacto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.

15A.1.4 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

NEWCASTLE AIRPORT LIMITED ENTERPRISE AGREEMENT**1996****15A.2 Unpaid Leave for Family Purpose**

15A.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support of a member of a class of person set out in subclause 15A 1.3 above who is ill.

15A.3 Annual Leave

15A.3.1 An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1994, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

15A.3.2 Access to annual leave, as prescribed in paragraph 15A.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this agreement.

15A.4 Time Off in Lieu of Payment for Overtime

15A.4.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve months of the said election.

15A.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

15A.4.3 If having elected to take time as leave, in accordance with paragraph 15A.4.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve month period

15A.4.4 Where no election is made in accordance with paragraph 15A.4.1 the employee shall be paid their overtime in accordance with this agreement.

15A.5 Make-up Time

15A.5.1 An employee may elect, with the consent of their employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

15A.5.2 An employee on shift work may elect, with the consent of the employer, to work "make-up time" under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

NEWCASTLE AIRPORT LIMITED ENTERPRISE AGREEMENT**1996****15A.6 Rostered Days Off**

15A.6.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.

15A.6.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

15A.6.3 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

16 BEREAVEMENT LEAVE

A permanent NAL employee may be absent from work for up to two days without loss of pay on the death of his or her spouse, parent, sibling or child. Bereavement Leave may be extended to cover other relatives who reside with the employee or for whom the employee has the responsibility of making funeral arrangements or for whom the employee has a special relationship by way of blood, marriage or affinity.

17 TRAINING LEAVE

Employees will be paid normal wages for attendance at training courses, required under the Training Plan described in Clause 7 "Skills Development" hereof and as approved by NAL.

For previously approved training courses outside those contained in the NAL Training Plan, NAL will reimburse employee expenses (for text books, fees) on satisfactory completion of the course.

18 SUPERANNUATION

NAL will contribute to Nationwide Super Fund (NSF) or other employee-nominated approved Fund, an amount required under the terms of the Superannuation Guarantee Levy. NSF will accommodate additional employee contributions at the discretion of each employee.

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19 TERMINATION OF EMPLOYMENT

The employment of full-time or part-time employees will be on a trial basis for the first 12 weeks.

Except in cases of misconduct warranting summary dismissal, employees will be afforded the following notice period or payment in lieu:

Length of Continuous Service	Period of Notice
Less than 1 year	1 week
1 - 3 years	2 weeks
3 - 5 years	3 weeks
more than 5 years	4 weeks

The period of notice is increased by one week if the employee is over 45 years and has completed at least 2 years continuous employment.

20 REDUNDANCY

Where NAL makes a decision that it no longer wishes the job that an employee has been doing to be done by anyone and the employee is subsequently terminated for reason of redundancy, NAL shall pay the employee the following severance pay in respect of a continuous period of service

Length of Continuous Service	If Under 45 years	If Over 45 Years
Less than 1 year	Nil	Nil
1 - 2 years	4 weeks pay	5 weeks pay
2 - 3 years	7 weeks pay	8.75 weeks pay
3 - 4 years	10 weeks pay	12.5 weeks pay
4 - 5 years	11.2 weeks pay	15 weeks pay
5 - 6 years	14 weeks pay	17.5 weeks pay
6 years or more	16 weeks pay	20 weeks pay

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21 CONSULTATIVE COMMITTEE

A joint consultative committee shall be formed from equal numbers of management and employees for the purpose of:

- promoting harmonious relations;
- identifying and eliminating problems in the workplace;
- assisting in the introduction of systems, technology, procedures for improving service and productivity of NAL.

22 DISPUTES

In the event of dispute concerning the application of this Agreement or concerning the human relations between NAL and its employees, the parties will consult together with the objective of reaching mutually acceptable agreement.

All matters will be dealt with without unreasonable delay. Where possible, a response or status advice will be given within 24 hours.

Initial consultation will be confined to the employee directly concerned and the appropriate manager.

If agreement cannot be reached with the above parties, consultation will be referred to the Manager NAL for consultation with a nominated union representative.

If agreement cannot be reached with the above parties, the matter shall be referred to the Industrial Commission of NSW. Recommendations arising from that Commission shall be accepted by all parties.

While this procedure is being followed, normal work must continue.

The employer may be represented by an industrial organisation of employers and the employee(s) may be represented by an industrial organisation of employees.

Safety matters are not subject to this procedure but shall be dealt with according to laws of the land.

MINIMUM CONDITIONS OF EMPLOYMENT

Clause 14 of the Agreement provides for 8 days sick leave per year of employment cumulative to 80 days.

Clause 9 of the Agreement prescribes ordinary hours as 152 hours per four week cycle, Clause 8 of the Agreement allows overtime payment for hours in excess of 8 per day, 40 per week or 152 per 4 weeks.

Clause 8 of the Agreement sets our rates of wages.

Clause 15 Parental Leave cites Ch2 Pt2 Division 3 of the NSW Industrial Relations Act 1991.

Clause 15A provides for Personal Carers Leave.

Clause 12 of the Agreement refers to the Annual Holidays Act 1944.

Clause 13 of the Agreement refers to the Long Service Leave Act 1955.

Clause 19 of the Agreement provides for notice periods for termination of employment.

Clause 20 of the Agreement refers to the Employment Protection Act and sets out a Severance Payment Schedule.

NEWCASTLE AIRPORT LIMITED

ENTERPRISE AGREEMENT

INDIVIDUAL EMPLOYEES

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Raymond Terrace NSW 2324

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Arcadia Vale NSW 2283

Brian Douglas Fox

87 Hastings Drive
Raymond Terrace NSW 2324

Shayne Anthony Foster

7 Willow Close
Medowie NSW 2318

Benjamin Westley Irwin

27 Taylors Beach Road
Taylors Beach NSW 2316

Gregory Eric McKenzie

27 Acacia Avenue
Raymond Terrace NSW 2324

Kenneth Maynard

36 Glenelg Street
Raymond Terrace NSW 2324

Patricia Anne Asquith

17 Vardon Road
Fern Bay NSW 2295

Robyn Claudette Reimer

3/12 Lambton Close
Salamander Bay NSW 2317

Janice Gail Sheather

6 Groongal Street
MAYFIELD NSW 2304

Signed on this 21st day of AUGUST 1996, by:

Arthur Dennis Chant
Manager
Newcastle Airport Limited

Arthur Dennis Chant
.....

in the presence of

W. May
.....

Rosemary Fares

R. Fares *W. May* WITNESS.

Anthony Davidson

A. Davidson *W. May* WITNESS.

Brian Fox

B. Fox *W. May* WITNESS.

Shayne Foster

Shayne Foster *R. Reimer* WITNESS

Benjamin Irwin

B. W. Irwin *W. May* WITNESS.

Gregory McKenzie

G. E. McKenzie *Arthur Dennis Chant* WITNESS

Kenneth Maynard

K. Maynard *Arthur Dennis Chant* WITNESS

Patricia Asquith

P. Asquith *Arthur Dennis Chant* WITNESS.

Robyn Reimer

R. Reimer *W. May* WITNESS

Janice Sheather

J. Sheather *W. May* WITNESS.