



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Virgin Australia Airlines Pty Ltd T/A Virgin Australia
(AG2020/4037)

VIRGIN AUSTRALIA & ASU GUEST SERVICES & GUEST CONTACT CENTRE AGREEMENT 2020

Airline operations

COMMISSIONER JOHNS

SYDNEY, 2 FEBRUARY 2021

*Application for approval of the Virgin Australia & ASU Guest Services & Guest Contract
Centre Agreement 2020.*

[1] An application has been made for approval of an enterprise agreement known as the *Virgin Australia & ASU Guest Services & Guest Contract Centre Agreement 2020* (**the Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Virgin Australia Airlines Pty Ltd T/A Virgin Australia. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in **Annexure A**. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Australian Municipal, Administrative, Clerical and Services Union and the Transport Workers' Union of Australia, being bargaining representatives for the Agreement, have both given notice under s.183 of the Act that they want the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers these organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 9 February 2021. The nominal expiry date of the Agreement is 30 June 2022.



COMMISSIONER

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<AE510266 PR726584>

Annexure A



VIRGIN AUSTRALIA AIRLINES PTY LTD
PO Box 1034
Spring Hill QLD
Australia 4004
T +61 7 3295 3000
www.virginaustralia.com

Virgin Australia & ASU Guest Services & Guest Contact Centre Agreement 2020

Application for the Approval of Enterprise Agreement (AG2020/4037)

UNDERTAKINGS

Pursuant to section 190 of the *Fair Work Act 2009* (Cth) (Act), Virgin Australia Airlines Pty Ltd (Virgin Australia), the employer who will be covered by the proposed *Virgin Australia & ASU Guest Services Guest Contact Centre Agreement 2020* (Agreement), seeks Fair Work Commission approval of the Agreement with the following undertakings:

Clause 42 – Annual Leave

Virgin Australia confirm that a “shift worker” as defined in clause 2.14 of the Agreement is a shiftworker for the purposes of the National Employment Standards and shift workers are entitled to additional annual leave as set out in clause 42.1(a) of the Agreement.

Clause 32 – Disrupt Coordinators

Virgin Australia confirms that any employees engaged in the Disrupt Coordinator classification will be paid the wage rate for the GSA/GAA classification.

Clause 39 – Shift loadings

Virgin Australia confirms that any shifts commencing after midnight and before 0400 will be treated and paid as a “Night Shift” for the purposes of clause 35.1 of the Agreement. For the avoidance of doubt, a shift commencing between 0400 and 0700 will be a “Morning Shift” for the purposes of the Agreement.

Clause 36 – Overtime

Virgin Australia Airlines confirms that under clause 36.2(b), team members will be paid overtime where they are rostered or required to work more than 38 hours per week averaged over a 28 day period.

Clause 28 – Allowances

Virgin Australia Airlines confirms that it will apply the Daily airport travel allowance (clause 28.1(f)) and the Language allowance (section 28.1(g)) to GCC team members.

Part-time overtime – Day workers

The Employer confirms that any part-time day workers engaged under the Agreement will be paid overtime at 150% of their hourly rate for the first two hours, and 200% of their hourly rate after 2 hours for hours worked outside the ordinary spread of hours (as outlined in clause 24.1 of the Agreement).

Sunday work – Day workers

The Employer confirms that all work performed by day workers on a Sunday will be paid at 200% of their hourly rate.



Clause 46 – Rostered days off

The Employer confirms that full-time team members engaged in day work for 40 hours per week will be entitled to 13 rostered days off (RDOs) per year, accruing at the rate of one (1) RDO per 28 days worked.

Signed on behalf of Virgin Australia Airlines Pty Ltd:

A handwritten signature in black ink, appearing to read "Todd Reynolds", written over a horizontal line.

(Signature of authorised person)

29 January 2021

(Date)

Todd Reynolds

(Name of authorised person)



VIRGIN AUSTRALIA & ASU GUEST SERVICES & GUEST CONTACT CENTRE AGREEMENT 2020

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

**VIRGIN AUSTRALIA & ASU GUEST SERVICES & GUEST CONTACT CENTRE
AGREEMENT 2020**

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PREFACE

This Agreement was developed by Virgin Australia, its team members, the ASU and the TWU. It was a collaborative effort intended to provide terms and conditions for team members which contribute towards enhancing team member satisfaction while also supporting the growth and continued success of Virgin Australia.

This Agreement has been designed to be consistent with the Virgin Australia Group Values. It 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 Australia, and unions representing team members.

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

Part 1 Application and Operation of Agreement

1. Agreement title

The title of this Agreement is the "*Virgin Australia & ASU Guest Services & Guest Contact Centre Agreement 2020*".

2. Definitions and interpretation

- 2.1 **Act** means the *Fair Work Act 2009* (Cth) (as amended or replaced).
- 2.2 **Agreement** means the Virgin Australia & ASU Guest Services & Guest Contact Centre Agreement 2020.
- 2.3 **ASU** means the Australian Municipal, Administrative, Clerical and Services Union.
- 2.4 **Day worker** is a team member whose normal roster is to work within the ordinary spread of hours and includes any team member who is not a shift worker.
- 2.5 **Existing Team Members** means team members employed before the commencement date of this Agreement.
- 2.6 **GCC** means the Guest Contact Centre.
- 2.7 **GCC@Home Agent** means a Guest Contact Centre team member who, by written agreement with Virgin Australia, works at home or at another location that is not the usual place of work for Guest Contact Centre team members.
- 2.8 **Immediate Family** means:
- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the team member; or
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the team member.
- 2.9 **New Team Members** means team members commencing employment on or after the commencement date of this Agreement.
- 2.10 **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 rostered days off.
- 2.11 **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 Australia should return receipt the email so that it is assured the team member has received it.
- 2.12 **Public Holidays** means the public holidays listed in clause 50 – Public Holidays of this Agreement.
- 2.13 **Roster cycle** means:

- (a) The period of time required for a repetitive pattern of work to achieve a single rotation of the pattern. For example, the roster pattern involving 6 days on and 3 days off continuously is a 9 week roster cycle.
 - (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.
- 2.14 **Shift worker** is a team member whose normal roster results in the team member working shift work.
- 2.15 **Shift work** is work outside the ordinary spread of hours where a team member can be rostered to work their ordinary hours on any day of the week (Monday to Sunday) over a roster cycle. The types of shifts 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 commencing prior to midnight and finishing after midnight;
 - (d) **seven day shift worker** - a team member who is regularly rostered to work ordinary hours on Sundays and public holidays.
- 2.16 **Permanent Night shift** means if during a period of engagement, a shift worker:
- (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 shift worker does not have at least one third of their working time off night shift in each roster cycle.
- 2.17 **Team members** means employees of Virgin Australia covered by the classifications in this Agreement.
- 2.18 **TWU** means the Transport Workers' Union of Australia.
- 2.19 **Union/s** means the ASU and TWU.
- 2.20 **Virgin Australia** means Virgin Australia Airlines Pty Limited (ACN 090 670 965).

3. Period of operation

This Agreement commences operation seven (7) days after it is approved by the Fair Work Commission (**Commencement**) and will nominally expire on 30 June 2022.

4. Parties bound and application

4.1 The parties to this Agreement are:

- (a) Virgin Australia; and
- (b) Team members of Virgin Australia covered by the classifications in clause 26 – Classification Duties of this Agreement.

4.2 This Agreement applies to:

- (a) Virgin Australia;
- (b) Team members of Virgin Australia covered by the classifications in clause 26 – Classification Duties of this Agreement;
- (c) The ASU and the TWU further to their involvement in the development of the Agreement, once approved by the Fair Work Commission; and
- (d) Any union approved by the Fair Work Commission as a union covered by this Agreement.

5. Relationship to other industrial instruments and legislation

5.1 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 laws dealing with long service leave, occupational health and safety, workers' compensation, and apprenticeship.

5.2 The National Employment Standards (**NES**) apply to the employment of team members and nothing in this Agreement excludes the NES, in whole or in part. Where there is inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

6. Anti-discrimination

6.1 Virgin Australia respects and values the diversity of the workforce.

6.2 In accordance with relevant anti-discrimination legislation, Virgin Australia 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.

6.3 Virgin Australia will 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 General Terms

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) Team members at Virgin Australia are provided with 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 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 Australia business in terms of profitability, enablement and productivity, team member engagement, and flexibility;
- (e) Employment at Virgin Australia will be a means of improving team members' skills and deliver job satisfaction in a way that is consistent with meeting Virgin Australia's business outcomes.

8. Job security

- 8.1 It is understood by all parties to this Agreement that Virgin Australia faces significant challenges as a result of an economic and competitive environment which can foster uncertainty across all areas of the business.
- 8.2 Virgin Australia strongly believes that with the support of its team members we can introduce and implement workplace 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.
- 8.3 Consistent with our belief that our people are our difference, Virgin Australia shall work with all parties to provide job security enabled by the efficiencies gained in this Agreement. Virgin Australia will do everything it reasonably can to ensure that those team members who want to remain in the business can do so.
- 8.4 Virgin Australia will do everything it reasonably can to maximise the circumstances in which the work covered by this Agreement is performed by team members covered by this Agreement.

9. New Business Opportunities

If new opportunities arise for Virgin Australia's ground operations business, Virgin Australia will consult with the Unions to determine if such work will be performed by team members covered by this Agreement.

10. Commitment to full-time employment opportunities

- 10.1 Virgin Australia seeks to maximise full-time employment opportunities and hours of work for team members wherever operationally possible and where this is the preference of team members.
- 10.2 However, subject to the terms of this Agreement, Virgin Australia retains the right to determine the size and composition of the workforce at any of its work sites.
- 10.3 To this end, Virgin Australia will:
- (a) Review and maximise, where possible, the number of roles converted from part-time to full-time.
 - (b) Ensure, where possible and operationally required, that full-time positions will be replaced with full-time positions when a full-time team member leaves.
 - (c) Ensure at least 18% of team members covered by this Agreement in Guest Services (including job share team members) will be employed on a full-time basis.
 - (d) Subject to the terms of this Agreement, and where possible, the direct employment of Virgin Australia team members is the preferred method of engagement of staff.
- 10.4 If the ordinary hours of a part-time Guest Services team member at a port at the time of roster publish averages 35 hours per week over the 12 month period from Commencement/anniversary of Commencement of the Agreement, Virgin Australia will convert a part-time position to a full-time position at that port.
- 10.5 A review of published rostered hours for part-time team members over the preceding 12 months will occur each year on the anniversary of the Commencement of the Agreement.
- 10.6 The team member whose employment will be converted from part-time to full-time will be determined based on length of service in Guest Services at Virgin Australia.

11. Consultation

- 11.1 This clause applies if Virgin Australia is genuinely considering introducing:
- (a) a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on team members; or
 - (b) a change to the regular roster or ordinary hours of work of team members.

Major change

- 11.2 For a major change referred to in clause 11.1(a):
- (a) Virgin Australia must notify the relevant team members of the proposal to introduce the major change; and
 - (b) clauses 11.3 to 11.9 apply.

11.3 The relevant team members may appoint a representative for the purposes of the procedures in this clause.

11.4 If:

- (a) a relevant team member appoints, or relevant team members appoint, a representative for the purposes of consultation; and
- (b) the team member or members advise Virgin Australia of the identity of the representative;

Virgin Australia must recognise the representative.

11.5 As soon as practicable, Virgin Australia must:

- (a) discuss with the relevant team members:
 - (i) the introduction of the proposed change; and
 - (ii) the effect the proposed change is likely to have on the team members; and
 - (iii) measures Virgin Australia is taking to avert or mitigate the adverse effect of the proposed change on the team members; and
- (b) for the purposes of the discussion -- provide, in writing, to the relevant team members:
 - (i) all relevant information about the proposed change including the nature of the change proposed; and
 - (ii) information about the expected effects of the proposed change on the team members; and
 - (iii) any other matters likely to affect the team members.

11.6 However, Virgin Australia is not required to disclose confidential or commercially sensitive information under this clause.

11.7 Virgin Australia must give prompt and genuine consideration to matters raised about the proposed major change by the relevant team members before making a definite decision to introduce the change.

11.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Virgin Australia, the requirements set out in clause 11.2(a), 11.3 and 11.5 are taken not to apply.

11.9 In clause 11, a major change is likely to have a significant effect on team members if it results in:

- (a) the termination of the employment of team members; or
- (b) major change to the composition, operation or size of Virgin Australia's workforce or to the skills required of team members; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- (d) the alteration of hours of work; or
- (e) the need to retrain team members; or
- (f) the need to relocate team members to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

11.10 For a change referred to in clause 11.1(b):

- (a) Virgin Australia must notify the relevant team members of the proposed change; and
- (b) clauses 11.11 to 11.15 apply.

11.11 The relevant team members may appoint a representative for the purposes of the procedures in this clause.

11.12 If:

- (a) a relevant team member appoints, or relevant team members appoint, a representative for the purposes of consultation; and
- (b) the team member or members advise Virgin Australia of the identity of the representative;

Virgin Australia must recognise the representative.

11.13 As soon as practicable after proposing to introduce the change, Virgin Australia must:

- (a) discuss with the relevant team members the introduction of the change; and
- (b) for the purposes of the discussion--provide to the relevant team members:
 - (iv) all relevant information about the change, including the nature of the change; and
 - (v) information about what Virgin Australia reasonably believes will be the effects of the change on the team members; and
 - (vi) information about any other matters that Virgin Australia reasonably believes are likely to affect the team members; and
- (c) invite the relevant team members to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

11.14 However, Virgin Australia is not required to disclose confidential or commercially sensitive information to the relevant team members.

11.15 Virgin Australia must give prompt and genuine consideration to matters raised about the change by the relevant team members before making a definite decision to introduce the

change.

11.16 In clause 11:

"relevant team members" means the team members who may be affected by a change referred to in clause 11.1.

12. Consultative committees

Workplace Consultative Committees

12.1 Virgin Australia has established Workplace Consultative Committees at each workplace to assist management, team members and their representatives to work collaboratively on solutions, and implement solutions that improve the working lives of team members, and the performance of Virgin Australia. It is intended that these committees will meet at least every two months unless otherwise agreed.

12.2 Each Workplace Consultative Committees 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 into the rostering requirements referred to in clause 17 – Rosters, for the purpose of ensuring fair, equitable and efficient allocation of work to all team members;
- (d) have as standard agenda items:
 - (i) a review of rosters and rostering, and discuss feedback from representatives on rostering issues;
 - (ii) a review of team members' access to clean and safe facilities;
 - (iii) a review of team members' access to safe work equipment;
 - (iv) discussion on how systems can be better utilised to meet the needs of agents and customers (GCC only).
- (e) receive information regarding resourcing as provided in clause 15.1; the timings for review of this information will be quarterly for Guest Services and annually for the Guest Contact Centre;

12.3 In the GCC:

- (a) any amendments to individual agent KPIs must be subject to consultation at the Workplace Consultative Committee or the National Workplace Consultative Committee before being implemented;
- (b) a roster working group will also meet in addition to the Workplace Consultative Committee.

12.4 The composition of each consultative committee is dependent on the size and number of

team members at the workplace and will comprise of Virgin Australia management representatives, at least two other team members of that workplace, and a delegate of the ASU. In addition, at the request of a member of the Workplace Consultative Committee, an officer or representative of the ASU may attend a Workplace Consultative Committee meeting.

National Consultative Committee

- 12.5 A National Workplace Consultative Committee consisting of representatives from Virgin Australia and the Unions will meet at least every four (4) months.
- 12.6 Each of Virgin Australia, the ASU and TWU will determine who attends each meeting on their behalf. However, Virgin Australia will, if requested, facilitate the attendance at each meeting of up to five (5) delegates from the ASU and two (2) delegates from the TWU, unless otherwise agreed. If, following commencement of this Agreement, team members covered by this Agreement become engaged at additional ports, the number of delegates that Virgin Australia will facilitate attendance will increase by at least one (1) per additional port per Union.
- 12.7 The role of the National Workplace Consultative Committee will include but is not limited to:
- (a) Overseeing the application of this Agreement and discuss changes required to implement this Agreement and which effect team members;
 - (b) Discussing how Virgin Australia management can engage with airport stakeholders to improve airport infrastructure for the benefit of team members;
 - (c) Discussing opportunities for Virgin Australia to insource work and acquire third party work, and to maximise the use of team members employed under this Agreement as outlined in clause 10. This includes considering the feasibility of insourcing Virgin Australia's Guest Services operations in Perth, Coolangatta and Cairns;
 - (d) Reviewing whether team members have sufficient time during rostered/paid hours to undertake required online training and administrative tasks;
 - (e) Health and safety matters and frameworks.
- 12.8 In discussing matters at the National Workplace Consultative Committee, Virgin Australia will be required to obtain the views of the committee on the matters being discussed, and provide a response to those views.
- 12.9 In response to a request which is reasonable, Virgin Australia will provide information to the National Workplace Consultative Committee which is relevant to the matters being addressed by the committee.

Guest Services Rostering Committee

- 12.10 Virgin Australia will establish a Guest Services Rostering Committee at each port.
- 12.11 The committees will consist of representatives from Virgin Australia port management, two (2) team member representatives from the port's Workplace Consultative Committee, and two (2) representatives of the ASU.
- 12.12 The ASU will determine who attends the committee meetings on its behalf, and if a

delegate attends on behalf of the ASU, the delegate will be rostered to attend the meeting during paid work time.

12.13 The committee will meet quarterly, and its role will be to review:

- (a) potential alternate roster patterns and shift arrangements;
- (b) work life balance concerns;
- (c) team member access to Job Share and Flexible Work Arrangements;
- (d) ability of team members to nominate rostering preferences;
- (e) communications with team members regarding rostering and hours of work, including communications relating to changes to rosters/shifts;
- (f) processes for shift swaps/give aways;
- (g) the availability of annual and long service leave;
- (h) ability of team members to work alternate employment while working reduced hours;
- (i) other matters relating to rostering and hours of work.

12.14 In response to a request which is reasonable, and provided sufficient notice is provided, Virgin Australia will provide requested information at the committee meetings.

13. Health and safety

13.1 Virgin Australia will take all reasonable steps to ensure that all work performed by team members is performed in accordance with a safe system of work.

13.2 Virgin Australia acknowledges that health and safety for team members and guests can be enhanced by better cooperation and consultation on health and safety related matters.

13.3 Compliance with Obligations

- (a) Virgin Australia will comply with all applicable workplace health and safety legislation.
- (b) The Unions will:
 - (i) take all reasonable steps to assist Virgin Australia to meet its health and safety obligations;
 - (ii) comply with any obligations imposed on them by the legislation and codes of practice referred to in clause 13.3(a); and
 - (iii) participate in forums convened by Virgin Australia from time to time to discuss safety matters.

13.4 Health and safety inductions

A new team member commencing work with Virgin Australia will receive induction training from Virgin that will include:

- (a) occupational health and safety;
- (b) the Drug and Alcohol policy and procedures; and
- (c) their rights and obligations under this Agreement and health and safety legislation.

13.5 Health and Safety Committees

- (a) Virgin Australia and the Unions will discuss workplace health and safety matters through the consultative mechanisms provided for in this Agreement.
- (b) Health and Safety Committees will continue in place at each of the following ports or locations:
 - (i) Adelaide
 - (ii) Melbourne
 - (iii) Sydney
 - (iv) Brisbane
 - (v) GCC (which may be as part of a wider Brisbane head office committee).
- (c) Virgin Australia may establish health and safety committees in other ports or locations in consultation with team members and the representatives (where requested) in accordance with applicable legislation.
- (d) Membership of these Committees will be determined by election of team members and in accordance with applicable legislation.
- (e) Virgin Australia will ensure that all members of its Health and Safety Committees are provided with the appropriate and accredited health and safety training as required under applicable legislation within three (3) months of their election.
- (f) Subject to prior notification and supervisor approval, Virgin Australia will pay for the training courses and programs referred to in clause 13.5(e) and all other reasonable expenses, which would otherwise be incurred by attendees of the course. Further, attendees will receive no less than their usual pay whilst attending such courses.
- (g) The following may attend each Health and Safety Committee Meeting at each port or location:
 - (i) One delegate from each Union (in addition to any delegates who are members of the Committee); and
 - (ii) At the request of a member of the Committee, an officer or representative of a Union.

- (h) Virgin Australia will not in any way hinder or seek to pressure or influence a Health and Safety Representative (**HSR**) or Deputy Health and Safety Representative (**DHSR**) in the performance of their duties.

14. Dispute Procedure

- 14.1 Where possible, all disputes will be resolved internally within a reasonable period of time.
- 14.2 If a dispute arises in the workplace, including any dispute arising under the Agreement or the NES, then the procedure to resolve the dispute will be as follows:
 - (a) Step 1 - the team member and their immediate supervisor will meet and discuss the matter;
 - (b) Step 2 - if the matter remains unresolved, it will be discussed between the team member and the next most senior manager;
 - (c) Step 3 - if the matter remains unresolved, it will be discussed between the team member and the General Manager or next most senior manager;
 - (d) Step 4 - if the matter remains unresolved after all above steps have been followed, either party may refer it to the Fair Work Commission for conciliation, and if the matter is still unresolved, arbitration.
- 14.3 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 14.2. Virgin Australia must recognise the representative and allow them an opportunity to represent (not just support) the team member.
- 14.4 If a union delegate is involved in the dispute under this clause 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 national body of the relevant union (as appropriate).
- 14.5 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 the team member must not unreasonably fail to comply with a direction by Virgin Australia to perform other available work that is safe and appropriate for the team member to perform.
- 14.6 Where a bona fide occupational health and safety issue is involved, genuine attempts will be made to notify both Virgin Australia management and the relevant safety authority concurrently.

Part 3 Terms and Conditions of Employment

15. Employment mix

- 15.1 The parties to this Agreement understand the requirement for an effective mix of full-time, part-time and casual team members. Virgin Australia routinely reviews the labour mix of its workforce and how this best meets operational requirements.
- 15.2 Virgin Australia cannot change a team member's employment status (e.g. from full-time to part-time or vice versa) without the team member's consent.
- 15.3 A full-time team member can request to change their employment status to part-time, and Virgin Australia will not unreasonably refuse the request to move to part-time employment.
- 15.4 Virgin Australia agrees to advise the Union/s in writing regularly of the types of flexible arrangements sought and agreed to.

16. Employment mix reviews

- 16.1 At the request of the Unions, the employment mix will be reviewed by the National Workplace Consultative Committee.
- 16.2 For the purposes of these reviews, Virgin Australia will share information with the National Workplace Consultative Committee regarding the current and forecasted labour mix requirement for each location. This information will include the number of full-time, part-time, and casual (if any) roles at each port, and any deficit or surplus part-time and full-time roles for the review period that have been identified by management.
- 16.3 Virgin Australia gives a commitment that where a surplus of team members has been identified as per clause 16.2, all efforts will be taken to ensure the impact on team members is minimised.

17. Rosters

- 17.1 Virgin Australia will:
 - (a) provide rosters in accordance with the requirements under this Agreement, health and safety legislation and fatigue management principles. Further, the development of the roster will consider the work and life balance of those covered by the roster;
 - (b) maintain a policy regarding how flexible arrangements sought by team members will be accommodated;
 - (c) maintain a policy for management of items such as Leave (Personal and Annual), shift swaps and shift give-aways.
- 17.2 The policy regarding flexible work arrangements and job share guidelines will be reviewed by the National Consultative Committee at least once per year.
- 17.3 In order to provide certainty for team members, Virgin Australia will seek to provide rosters

to team members as far in advance of the commencement of a roster period as reasonably possible, and in any event no less than seven (7) days in advance of the commencement of a roster period.

18. Employment flexibility

- 18.1 Virgin Australia is committed to providing flexibility in its employment arrangements. Virgin Australia recognises that flexibility in this context is essential to cater for individual circumstances (e.g. family responsibilities and work life balance) and operational needs.
- 18.2 To help achieve this flexibility, the parties recognise that there are no restrictions on the types of employment that can be used. E.g. team members may be employed on a full-time, part-time or casual basis.
- 18.3 A team member may seek an individual flexibility arrangement which varies the effect of terms of this Agreement provided the arrangement:
- (a) meets the genuine needs of Virgin Australia and the team member in relation to the above; and
 - (b) is genuinely agreed to by the team member and Virgin Australia, without coercion or duress; and
 - (c) is about permitted matters under section 172 of the Act; and
 - (d) does not include unlawful terms under section 194 of the Act; and
 - (e) results in the team member being better off overall than the team member would have been if no individual flexibility arrangement was entered into.
- 18.4 Virgin Australia must ensure the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and team member; and
 - (c) is signed by Virgin Australia and the team member and if the team member is under 18 years of age, signed by a parent or guardian of the team member; and
 - (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the team member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 18.5 Virgin Australia must give the team member a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 18.6 Virgin Australia or the team member may terminate the individual flexibility arrangement:

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

19. Types of employment

Full-time team members

- 19.1 A full-time team member is a team member who is engaged to work:
- (a) 38 hours per week, averaged over a roster cycle or;
 - (b) 38 hours per week in the case of Monday-Friday day workers or;
 - (c) 40 hours per week (consisting of 38 ordinary hours plus 2 reasonable additional hours) in the case of Monday-Friday day workers.
- 19.2 Virgin Australia 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.
- 19.3 Full-time team members will not be rostered to work less than four (4) hours per shift, with the exception of GCC@Home agents who may use an individual flexibility agreement to volunteer to work less than four (4) hours per shift.

Part-time team members

- 19.4 Part-time team members are team members rostered to work on a regular basis comprising work on six (6) days or less per week.
- 19.5 Part-time team members will not be engaged to work less than four (4) hours per shift, with the exception of GCC@Home agents who may use an individual flexibility agreement to volunteer to work less than four (4) hours per shift.
- 19.6 Part-time team members will be guaranteed at least:

- (a) For Existing Team Members:

From Commencement	From 4 October 2021	From 13 June 2022
20 hours of work per week or 40 hours per fortnight	22 hours of work per week or 44 hours per fortnight	25 hours of work per week or 50 hours per fortnight

- (b) For New Team Members:

From Commencement	From 4 October 2021
20 hours of work per week or 40 hours per fortnight	22 hours of work per week or 44 hours per fortnight

- 19.7 However a part-time team member may agree with Virgin Australia to work and be paid for less than the minimum guaranteed weekly hours outlined in clause 19.6 at their election through an individual flexibility agreement under clause 18 of this Agreement, or in the case of shift swaps or where team members offer their shifts to other team members.
- 19.8 Where sufficient work demand exists and it is cost effective to do so, Virgin Australia will attempt to provide part-time team members with at least 30 hours of work per week, averaged over a calendar quarter.
- 19.9 Job share team members are exempt from the provisions of 19.6, and are not guaranteed minimum hours, subject to the requirement that the total hours worked by the job share partners sharing the job share position must meet the minimum requirements for full-time team members in clause 19.1.
- 19.10 At the time of publishing rosters, part-time team members will be rostered a minimum of one two (2) day (consecutive) break between shifts in each pay fortnight.
- 19.11 Notwithstanding clause 19.10, 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.
- 19.12 Subject to operational requirements, where unplanned operational coverage requirements exist, Virgin Australia 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

- 19.13 Virgin Australia may employ team members on a casual basis. A casual team member is a team member engaged and paid by the hour.
- 19.14 Casual team members are entitled to be paid the hourly rate of pay for equivalent full-time team members (i.e. 1/38th of the full-time weekly wage) plus a casual loading of 25%.
- 19.15 Casual team members must be paid a minimum of four (4) hours pay for each engagement.
- 19.16 Casual team members may be rostered up to a maximum eight (8) ordinary hours per day and a maximum of 38 ordinary hours per week.
- 19.17 A casual team member may request in writing to be converted to a full-time or part-time employment if the casual team member has worked a pattern of hours for the preceding 12 month period which, without significant adjustment, the team member could continue to perform as a full-time team member or part-time team member under this Agreement.
- 19.18 The casual team member can request to be converted to:
- (a) full-time employment if the team member has worked equivalent full-time hours over the preceding 12 month period.
 - (b) part-time employment if the team member has worked less than equivalent full-time hours over the preceding 12 months.
- 19.19 Virgin Australia can only refuse a request under clause 19.17 on reasonable business

grounds, and the reasons for any refusal must be provided in writing to the team member within 21 days of the written request.

19.20 Virgin Australia cannot cease engaging a casual team member, or reduce or vary a casual team member's hours of work to avoid any obligation or right under this provision.

Job share

19.21 The purpose of job share is to allow two people to share the one job in order to provide each team member with job flexibility.

19.22 The 'sharing of the job' can be in equal parts or some other split of the hours of work required fulfilling the full-time position.

19.23 Job share is available to current full-time or part-time team members, with a minimum of six (6) months continuous employment.

19.24 Job share is only available between team members performing the same position at the same location.

19.25 Virgin Australia will provide team members access to job share arrangements provided that an application does not require additional positions to be created by Virgin Australia and is made in accordance with the applicable company policy.

20. Request for full-time employment

A part-time team member can request in writing to change their employment status to full-time. Virgin Australia will report on the number of written requests received during employment mix reviews conducted by the National Workplace Consultative Committee.

21. Progression, recruitment and selection process

Virgin Australia seeks to encourage long term careers across the Virgin Australia Group, and is committed to ensuring fairness and transparency as part of the selection and recruitment process for new and existing roles.

Priority of Virgin Australia team members

21.1 It is Virgin Australia's intention that contractors will only be used to fill entry and lower level roles. To this end, Virgin Australia will prioritise and exhaust all internal applicants for roles covered by the Agreement before recruiting externally or engaging contractors subject to the following:

- (a) There are sufficient team members internally with satisfactory performance (and who have also passed their probation period) available to perform the roles;
- (b) Subject to clause 21.2, there are sufficient team members internally with the relevant skills, experience or qualifications to adequately meet the requirements of the role;
- (c) External recruitment is required for business continuity or effectiveness following a significant change to the nature of the operations (e.g. insourcing); or

(d) Except where otherwise agreed with a Union party to the Agreement.

21.2 Should it be identified that there are insufficient team members internally with the relevant skills, experience or qualifications to adequately meet the requirements of the role, Virgin Australia will first review and assess whether existing staff might reasonably be trained to fill the role/s.

Progression

21.3 Virgin Australia staff will be given preference over contractors for advancement to higher classification levels provided that:

- (a) There are sufficient team members internally with satisfactory performance (and who have also passed their probation period) available to perform the roles;
- (b) There are sufficient team members internally with the relevant skills, experience or qualifications to adequately meet the mandatory selection criteria for the role;
- (c) The use of contractors is not required for business continuity or effectiveness following a significant change to the nature of the operations (e.g. insourcing);
- (d) Except where otherwise agreed with a Union party to this Agreement; and/ or
- (e) Sufficient Virgin Australia staff are available who want to be trained in the higher classification level.

Recruitment and selection

21.4 For recruitment within the classification levels GS1 to GS4 (Existing Team Members) and GA1 to GA2 (New Team Members), GCC Agent 1 and GCC Agent 2 and for part-time to full-time conversions, selection is based on length of service in Ground Operations at Virgin Australia subject to:

- (a) team members being current in all requirements of the role including VLearn compliance; and
- (b) team members not being subject to formal disciplinary or performance management action (e.g. a performance improvement plan or an outcome following the substantiation of an allegation) in the preceding 12 months; and
- (c) where team members have the same commencement date with Virgin Australia, candidates will be selected based upon merit-based criteria.

21.5 An expression of interest process will be utilised to determine interested candidates unless it is impracticable given the circumstances.

21.6 Each recruitment process for part-time to full-time conversion will be considered independently.

21.7 For internal recruitment to the following classifications:

- a. GS5/GA Advanced;
- b. AMCO;
- c. Disrupt Coordinator;

- d. Bay Planner;
- e. GCC Advanced Agent A
- f. GGG Advanced Agent B,

selection is based on merit and will involve a formal selection or assessment process which may include an interview.

21.8 As part of the merit selection process referred to in clause 21.7:

- (a) Virgin Australia will provide to team members involved in the selection process information relating to the requirements of the role.
- (b) Virgin Australia will have regard to
 - (i) whether the candidate has the relevant and necessary experience and skills to perform the role to the required standard, by reference to the candidate's:
 - work performance in their current role;
 - suitability for the role as assessed against the key criteria set out in any relevant expressions of interest; and
 - responses to any behavioural, motivational and other questions (which may include those asked during an interview);
 - (ii) the candidate's overall capability to perform the role, as assessed against other candidates;
 - (iii) the candidate's length of service.
- (c) Recruitment decisions will be communicated to all candidates with a preference for face to face or telephone notification where possible (however for larger campaigns, outcomes may be communicated by email). Where a team member makes a request, Virgin Australia will provide the team member with feedback in relation to the recruitment decision.
- (d) Where merit selection relies upon unsatisfactory performance, any unsatisfactory performance relied on must have been documented and previously shared with the team member.
- (e) Any candidate who has a genuine concern regarding the recruitment process or the outcome may progress the matter via the Disputes Procedure (clause 14).

22. Shift arrangements

- 22.1 Daily hours shall be worked continuously, exclusive of meal breaks, and split shifts are not permitted. In order to facilitate a shift swap where a team member has requested a voluntary shift swap that is organised by a team member, the team member may agree to waive clause 22.1 on an ad-hoc basis.
- 22.2 Subject to clause 22.3, Virgin Australia will give seven (7) days' notice of a change to shift

rosters (including roster cycles).

- 22.3 Where team member shortages may lead to the disruption of services, Virgin Australia will have the right to change shifts on 48 hours' notice. Virgin Australia will not change part-time shift rosters in this manner to avoid an obligation for overtime as provided by clause 36 – Overtime, or reduce the minimum rostered hours as provided for by clause 19.6.
- 22.4 Before changing a team member's shift under clause 22.3, Virgin Australia will consult with the relevant team member with the aim of changing the team member's shift in a way that suits both Virgin Australia and the team member.
- 22.5 Virgin Australia can change a team member's shift at any time with the team member's agreement (including changes within 48 hours).
- 22.6 Virgin Australia will respect without prejudice the team member's right to refuse offers of additional hours of work above already rostered hours.
- 22.7 Shift swaps and shift give-aways will be accommodated where ever possible based on operational requirements. However, any shifts worked under a shift swap or shift give-away will not attract any overtime payment or a payment under clause 35.2 and 38.

23. Roster optimisation shifts

Virgin Australia will not roster separate 6 hour Roster Optimisation Shifts (ROS) as a part of the 6/3 roster pattern.

24. Ordinary hours

- 24.1 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.
- 24.2 Notwithstanding clause 22.3, shift rosters will be at the discretion of Virgin Australia, 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.

25. Access to this Agreement and team member representation

Copy of Agreement

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

Delegates' Rights Charter

- 25.2 Virgin Australia will recognise authorised delegates from the Unions party to this Agreement.
- 25.3 Delegates will be allowed a reasonable amount of time during rostered hours to attend to representation issues, provided that delegates acknowledge that the efficient operation of the airline takes precedence when attending to representation issues.

- 25.4 Virgin Australia acknowledges that Union delegates are entitled to:
- (a) Represent their Union, team members who are members of their Union, and other team members who are eligible to be members of their Union and wish to be represented by the Union. This includes representing team members under clause 14;
 - (b) Hold discussions with team members who are members or eligible to be members of their Union;
 - (c) Have private and confidential conversations with team members who are members/eligible to be members of their Union which are not monitored or restricted by Virgin Australia;
 - (d) Reasonably request that team members who are eligible to be members of their Union join their Union;
 - (e) Participate in bargaining, consultation under clause 11 and consultative committee meetings under clause 12 without interference from Virgin Australia;
 - (f) Access and use a noticeboard in a prominent location in each workplace.
- 25.5 The parties will treat the right of entry provisions contained within the Act as applying to this Agreement.

Access to team members during inductions

- 25.6 One ASU delegate and an official of the ASU shall be provided with a period of 20 minutes to address New Team Members during the Company induction.
- 25.7 The discussion will:
- (a) be scheduled as a session within the induction, and take place during the paid rostered hours of the attendees, and not take place during any lunch or other break.
 - (b) be held without the presence of any team member from Virgin Australia management.
- 25.8 Virgin will at a local level provide the Union with reasonable notice as to when team member inductions are to occur.
- 25.9 If a delegate attends the discussion during their rostered shift, they will be entitled to attend without loss of pay provided Virgin Australia is provided with 7 days' notice of which delegate will attend the discussion.
- 25.10 The Union official and delegate will be required to comply with Virgin Australia's Code of Conduct during the discussion.

26. Classification duties

- 26.1 The overarching responsibility of team members is to ensure the smooth arrival and departure of aircraft on a daily basis and to enhance and protect the brand name of Virgin Australia through excellent customer service and operational efficiencies. Both

management and team members will work in a flexible and co-operative way to ensure that this responsibility is met.

- 26.2 This will involve team members performing the functions detailed in Appendix 2 below. It should be noted:
- (a) These duties are not intended to represent an exhaustive list of duties for each classification level;
 - (b) All team members are required to carry out duties in their classification level and lower classification levels;
 - (c) All team members are expected to provide peer support to team members in lower classification levels through assistance, guidance, personal instruction and demonstration where required.
- 26.3 The parties acknowledge that airline operations 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.
- 26.4 Virgin Australia 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.

27. Classification progression

27.1 The following tables outline how team members progress through the classification levels.

27.2 Guest Services – Existing Team Members

Classification level	How each level is attained
GS1	Progression following six (6) months of continuous service and successful completion of induction training/assessment and probation
GS2	Based on vacancy within GS2 level and selection pursuant to the principles in clause 21 – Progression, Recruitment and Selection Process. However, unless otherwise agreed with the team member, a team member will progress to GS2 level no later than twenty-one (21) months of continuous service in the GS1 level at Virgin Australia
GS3A	Automatic progression following attainment of GS2 level and subsequent one (1) year of continuous service in the GS2 level at Virgin Australia (GS2 + 1 year)

Classification level	How each level is attained
GS3B	Automatic progression following attainment of GS3A level and subsequent two (2) years of continuous service in the GS3A level at Virgin Australia (GS3A + 2 years)
GS4	Automatic progression following attainment of GS3B level and subsequent two (2) years of continuous service in the GS3B level at Virgin Australia (GS3B + 2 years)
GSA	Merit selection (pursuant to the principles in clause 21 – Progression, Recruitment and Selection Process)

27.3 Guest Services – New Team Members

Classification level	How each level is attained
GA1	Progression following six (6) months of continuous service and successful completion of induction training/assessment and probation
GA2	Automatic progression following 21 months continuous service in the GA1 level at Virgin Australia. (GA1 + 21 months)
GAA	Merit selection (pursuant to the principles in clause 21 – Progression, Recruitment and Selection Process)

27.4 Airport Control

Classification level	How each level is attained
Airport Movement Coordinator (AMCO)	Merit selection (pursuant to the principles in clause 21 – Progression, Recruitment and Selection Process)
Disrupt Coordinator	Recruitment into permanent roles + rotation of Guest Services Advanced Operators into the role on a non-permanent basis to supplement permanent recruitment
Bay Planner	Recruitment into permanent roles + rotation of Airport Control Operators into the role on a non-permanent basis with associated higher duties payments to supplement permanent recruitment

27.5 Guest Contact Centre

Classification level	How each level is attained
Guest Contact Centre Agent 1	Progression following six (6) months of continuous service in Trainee classification and completion of probation
Guest Contact Centre Agent 2	Automatic progression following 24 months continuous service at Virgin Australia. All Existing team members who are below the Advanced Level Agent 4A classification prior to the Commencement of this Agreement will be classified as Guest Contact Centre Agent 2 on Commencement.
Guest Contract Centre Advanced A and B	Merit selection (pursuant to the principles in clause 21 – Progression, Recruitment and Selection Process). Existing team members who are Advanced Agents 4A prior to the Commencement of this Agreement will be classified as Guest Contract Centre Advanced A on Commencement. Existing team members who are Advanced Agents 4B prior to the Commencement of this Agreement will be classified as Guest Contact Centre Advanced B on Commencement.

27.6 Calculating service for the purposes of progression

For the purposes of calculating continuous service under this clause, any period of paid leave will be included but any period of leave without pay will not be included.

28. Allowances

28.1 The following allowances are payable from the first full pay period following Commencement of the Agreement:

Allowance	Amount
<p>(a) Project work allowance (per shift)</p> <ul style="list-style-type: none"> ▪ Apply complete knowledge of area of specialisation and general knowledge of other areas within Guest Services, or Airport Control to assist in developing policy, new products, or new ways of working. ▪ Work unsupervised in doing the above. 	\$10.24
<p>(b) Complex project work allowance (per shift)</p> <ul style="list-style-type: none"> ▪ Work with other sections of the organisation and/or external organisations to resolve a significant and complex operational problem. ▪ Assign work to team members as required in doing the 	\$22.80

28.2 Meal allowance

The following meal allowances are payable from the first full pay period following Commencement of the Agreement:

Meals or meal allowance for a shift worker working overtime: (a) either more than an hour before start time, or more than an hour after finishing time; and (b) each 4 hours of overtime thereafter. (Meal breaks taken while working overtime do not count towards the calculation of overtime worked).	\$14.70
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Team members are not entitled to payment of meal allowances if meals are provided by Virgin Australia.

28.3 Overnight and travel allowances

The overnight and travel allowances payable from the first full pay period following Commencement of this Agreement are as follows:

Where a team member is required to be away from their home base for duty and overnights as part of that duty, Virgin Australia will provide accommodation and pay allowances as follows:

- (a) An incidental allowance of \$20.40 per night; and
- (b) 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) - \$28.70;
 - Lunch (1200 – 1400hrs) - \$32.30; and
 - Dinner (1800 -2000hrs) - \$55.05.

Team members are not entitled to payment of meal allowances if meals are provided by Virgin Australia and the rates may vary under ATO guidelines for certain regional cities.

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.

- 28.4 If there is an increase in the corresponding allowance in the Airline Operations – Ground Staff Award 2020 in respect of the (c) coffin allowance, (d) disability allowance, (e) first aid certificate allowance, (f) daily airport travel allowance, and (g) language allowance in clause 28.1, and the meal allowance in clause 28.2, these allowance in this Agreement will increase if necessary to equal the amount of the Award allowance.

29. Probationary period

All new team members are subject to a probationary period of six (6) months. This commences on the first day of employment.

30. Superannuation

- 30.1 Virgin Australia recognises that superannuation is critical to providing a comfortable and secure future in retirement, for Virgin Australia team members.
- 30.2 Where Virgin Australia makes available a salary sacrifice scheme for team members to contribute to their superannuation fund and a worker chooses to make additional salary sacrifice contributions, it will not reduce the superannuation contribution payable by Virgin Australia under this Agreement.
- 30.3 Virgin Australia shall make superannuation contributions at the rate prescribed by the Superannuation Guarantee (Administration) Act 1992 (currently 9.5%) in respect of a team member's ordinary time earnings.

Virgin Australia will make its team member superannuation contributions to the Transuper/TWUSUPER 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.
- 30.4 Virgin Australia will allow representatives of Transuper/TWUSUPER to hold superannuation briefings of team members at workplaces during meal breaks or outside of rostered hours (in areas where team members would ordinarily take their breaks and on a quarterly basis unless otherwise agreed) to update team members on superannuation legislation and policy, answer any questions regarding Transuper/TWUSUPER, its performance, and/or available superannuation products.
- 30.5 Representatives from Transuper/TWUSUPER may also request to conduct a presentation at inductions for new team members, and Virgin Australia will accommodate the request if there is capacity within the scheduled induction and there is no impact on operations.

31. Termination of employment

31.1 Notice of Termination

- (a) Except in the case of a termination for redundancy, if Virgin Australia 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:

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

- (b) 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.
- (c) The notice of termination required to be given by a team member to Virgin Australia is the same as that required of Virgin Australia to a team member except that the team member does not have to give additional notice based on the age of the team member).
- (d) If a team member does not give the required period of notice, Virgin Australia 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.
- (e) 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.
- (f) In the case of termination for redundancy, a separate table is provided below.

31.2 Redundancy

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

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

- (b) 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:

Period of continuous service	Redundancy pay
Less than 2 Years	4 weeks' pay
2 Years but less than 3 Years	6 weeks' pay
3 Years but less than 4 Years	7 weeks' pay
4 Years but less than 5 Years	8 weeks' pay
5 years +	10 weeks' pay plus 3 weeks per year of service over 5 years

- (c) Subject to compliance with section 120 of the Act, 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 Australia and the team member.
- (d) Should the current federally recognised redundancy provisions (e.g. TCR) severance pay rates be reviewed and amended by the Fair Work Commission, the new severance pay rates will apply to redundancies as if they were a part of this Agreement, but only if it would result in an increased benefit to the team member concerned.
- (e) If a team member's employment terminates due to redundancy, Virgin Australia will:
- (i) Provide the team member with outplacement services;
 - (ii) Allow the team member to take a day off per week (for up to 4 occasions) during any notice period worked without loss of pay to search for alternate employment. If more than one day off is utilised under this clause, Virgin Australia may require reasonable evidence that the time off is being used to search for alternate employment;
 - (iii) Genuinely consider whether it can offer the team member financial counselling, continued access to EAP and any form of staff travel benefits after their employment ends.

31.3 If the employment of a part-time Existing Team Member is terminated due to redundancy under this clause before 13 June 2022, the team member's entitlements under this clause 36 will be based on a minimum 25 hours of work per week/50 hours of work per fortnight.

32. Classifications and wage rates

32.1 The wage rates from the first full pay period following Commencement of this Agreement are as follows (note the hourly wage rate equivalent is outlined in Appendix 1 to this Agreement):

Guest Services

(a) Existing Team Members:

Classification level	Wages – Weekly Rate
GS Trainee	\$844.51
GS1	\$883.80
GS2	\$897.56
GS3A	\$936.32
GS3B	\$967.34
GS4	\$986.10
GSA	\$1,036.33

(b) New Team Members:

Classification level	Wages – Weekly Rate
GA Trainee	\$844.51
GA1	\$883.80
GA2	\$936.32
GAA	\$1,036.33

(c) Virgin Australia cannot discriminate between Existing and New Team Members in allocating rostered hours, additional hours, penalty shifts and overtime.

(d) Airport Control:

Classification level	Wages – Weekly Rate
AMCO	\$1,036.33
Bay Planner	\$1,071.20

Guest Contact Centre:

Classification level	Wages – Weekly Rate
GCC Advanced Agent B	\$1,138.85
GCC Advanced Agent A	\$1,096.29
GCC Agent 2	\$1,064.34
GCC Agent 1	\$1,000.65
Trainee Agent	\$879.72

33. Incentive program

- 33.1 All team members covered under this Agreement will be eligible to participate in any company-wide incentive plan that is implemented or currently in place.
- 33.2 Any terms of any applicable plan (including any potential entitlement under it) do not form part of the terms of this Agreement, and will be provided separately. Terms and conditions will be equitable for all team members covered by such an incentive program.

34. Higher duties

- 34.1 Where a team member is required by Virgin Australia to perform the work of a team member in a higher position for:
- (a) a minimum aggregate period of four (4) hours over a shift; or
 - (b) a minimum aggregate period of eight (8) hours over a week (in circumstances where they are not entitled to a payment under clause 34.1(a),
- the team member will be paid at the rate applicable to the higher position for the whole shift.
- 34.2 Team members in the GCC below the Advanced Agent B classification will be paid at the rate applicable to an Advanced Agent B for time spent training other team members as directed by Virgin Australia. There is no minimum time period for the purposes of the payment.

35. Shift loadings

35.1 The loadings for shift work referred to in clause 2.15 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 rates 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 Holiday	Saturday Shifts	Time-and-one-half for all work performed
	Sundays and Public Holidays (Except Christmas Day and Good Friday)	Double time for all work
	Christmas Day and Good Friday	Double-time-and-one-half for all work

35.2 If a team member works an afternoon or night shift, or multiple consecutive afternoon or night shifts, the team member will be paid at the rate of 150% for all such afternoon or night shifts worked if:

- a) A morning shift is worked immediately following the afternoon or night shift/s unless the morning shift is preceded by a day off; or
- b) A day shift is worked immediately following the night shift/s unless the day shift is preceded by a day off.

36. Overtime

36.1 Eligibility for overtime payments are limited to the following:

- (a) All team members will be eligible for overtime if they work a shift where they have not been rostered a break of at least 10 hours between starting that shift and finishing the previous shift in accordance with clause 41 - Break between shifts.
- (b) Where a team member is recalled to work overtime after leaving Virgin Australia's premises, the team member must be paid for a minimum of four (4) hours at

overtime rates, from the time they return to work.

- 36.2 Full-time team members will be eligible for overtime where they are rostered or required by Virgin Australia to work:
- (a) a longer period than his or her rostered shift period; or
 - (b) more than 38 hours per week is worked, averaged over a roster cycle; or
 - (c) more than 38 hours or 40 hours per week in the case of day workers, depending on current arrangements.
- 36.3 Part-time team members will be eligible for overtime where they are rostered or required by Virgin Australia to work
- (a) more than 8 hours per day in the case of Guest Services team members; or
 - (b) more than 9.5 hours per day in the case of GCC Agents; or
 - (c) more than 76 hours averaged over a fortnight.
- 36.4 Casual team members will be eligible for overtime where they are rostered or required by Virgin Australia to work
- (a) more than 8 hours per day in the case of Airport team members; or
 - (b) more than 9.5 hours per day in the case of GCC Agents; or
 - (c) More than 38 hours per week.
- 36.5 In the case of the GCC, if the full-time shift lengths change from 9.5 hours, then overtime for part-time and casual team members is payable once the relevant full-time shift length is exceeded.
- 36.6 Overtime rates are as follows:
- (a) day worker - time and a half for the first 2 hours and then double-time; and
 - (b) shift-worker - double time (subject to clause 37.1).
- 36.7 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.

37. Additional Hours

- 37.1 This clause will commence from the first full pay period following Commencement of this Agreement.
- 37.2 If a part-time team member works additional hours to their rostered hours of work with less than 48 hours' notice, these additional hours will be overtime payable at the rate of 150% for the first 2 additional hours and 200% for the additional hours thereafter until the completion of the shift.
- 37.3 For the purposes of this clause, additional hours includes a shift extension and a new

shift on a non-rostered day.

38. Multi Shift Allowance

- 38.1 This clause will commence from the first full pay period following Commencement of this Agreement.
- 38.2 If a shift worker in any roster week is required to work 3 shifts that commence at times that are greater than 30 minutes apart they must be paid an allowance of \$4.49 per week.
- 38.3 If a shift worker in any rostered week is required to work 3 or more shifts, and there are greater than 3 rostered starting times with a difference in excess of 30 minutes, they must be paid a further allowance of \$4.74 for each shift starting time in excess of 3.
- 38.4 The allowance in this clause will increase when there is an increase to the corresponding allowances in the Airline Operations – Ground Staff Award 2020.

39. Payment of wages

Wages will be paid fortnightly by electronic funds transfer.

40. 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 Australia:

40.1 Guest Services

Period worked	Break
Day work per shift of more than 4 hours	<u>Meal break</u> 30 minutes - 1 hour unpaid break. To commence after at least 2.5 hours and no later than after 5.5 consecutive hours worked.
Shift work per shift of more than 4 hours	<u>Meal break</u> 20 minutes paid break (away from the work area). To commence after at least 2.5 hours and no later than 5.5 consecutive hours worked, at an operationally convenient time.

Period worked	Break
Per shift of at least 4 hours	<u>Rest break</u> 10 minutes paid break after every four consecutive hours worked. 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.

40.2 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 earlier than 2 hours and no later than after 5-6 consecutive 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 (a) 20 minutes; and (b) 30 minutes.

41. Break between shifts

- 41.1 When publishing shift rosters, Virgin Australia 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.
- 41.2 Other than in the case of shift swaps or the provision of GCC@Home Agents set out below, team members will be paid at overtime rates for any shift where they are not given at least a 10 hour break before starting that shift.
- 41.3 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, provided that if they are working 12 hours in a 24 hour period they must receive a 10 hour break.

Part 4 Leave

42. Annual leave

- 42.1 Full-time team members are entitled to paid annual leave as follows:
- (a) shift workers - 35 consecutive days (i.e. 5 weeks); and
 - (b) day workers - 28 consecutive days (i.e. 4 weeks).
- 42.2 Part-time team members and team members working flexible arrangements are entitled to paid annual leave on a pro-rata basis (i.e. 4 or 5 weeks (as applicable) x pro-rata hours).
- 42.3 Virgin Australia will advise team members whether an application for annual leave is approved or declined within 14 days of the application being made, except for applications for leave in peak periods, which will be governed by the Annual Leave & DIL Policy. 'Peak Periods' are:
- (a) the Christmas/New Year period (the period from 2 Sundays before Christmas to the last Sunday in January);
 - (b) a period at a port or ports which Virgin Australia considers a peak period as a result of an extraordinary circumstance or event, the likes of which does not occur in the regular course of the business operation, and which will likely increase workload (for example, the Gold Coast Commonwealth Games). Virgin Australia will notify team members and the Unions no later than nine (9) months in advance of the anticipated peak period, and no leave for that period which has already been approved before this notification can be rejected without the team member's consent.
- 42.4 If a team member's application has not been approved or declined within 14 days, the team member can notify their Duty Manager, at which point the application must be approved or declined within 7 days.
- 42.5 Virgin Australia will approve a team member's application for annual leave subject to operational requirements. However, Virgin Australia must not unreasonably refuse a team member's application for annual leave.
- 42.6 Team members are entitled to a minimum of 17.5% annual leave loading, or averaged shift penalties whichever is the greater. For the purposes of this clause, shift penalties will be in accordance with clause 35 – Shift Loadings payable on ordinary hours worked (including any period of leave taken), and will be averaged over a period of 12 months calculated from the pay period immediately prior to the period of approved annual leave.
- 42.7 Accrued annual leave entitlement is only paid out on termination.
- 42.8 If a team member accrues leave above their yearly entitlement (4 weeks or 5 weeks for shift workers), Virgin Australia will confer with the team member with a view to genuinely identifying a mutually agreeable time for the team member to take leave to reduce their balance to a maximum of one year's entitlement. In the event mutual agreement is not reached, Virgin Australia may require a team member to take annual leave on a minimum of four (4) weeks written notice. In so doing Virgin Australia will have regard to the personal circumstances and preferences of the team member, and will not require a team member to take more leave than is necessary to reduce their balance to one year's entitlement.

- 42.9 A team member may request to cash out a portion of their accrued annual leave by mutual agreement with Virgin Australia. The ability to cash out annual leave is subject to the following:
- (a) The team member retaining an accrued entitlement to paid leave of at least 4 weeks (5 weeks for shift workers);
 - (b) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between Virgin Australia and the team member;
 - (c) The team member must be paid at least the full amount that would have been payable to the team member had they taken the leave that the team member is seeking to cash out.
- 42.10 To provide for improved certainty around the number of available leave lines, minimum leave line slots will be established by the Company and set in place at each port. These will be reviewed a minimum of every six (6) months following consultation with the consultative committee and the Unions.
- 42.11 Casual team members are not entitled to Annual Leave.

43. Personal leave

- 43.1 Personal Leave is a safety net entitlement for team members for illness, injury, or caring purposes.
- 43.2 Personal leave is available for any of the following:
- (a) Because the team member is not fit for work because of personal illness or injury affecting the team member; or
 - (b) To provide care and support to a member of the team member's Immediate Family or household who requires care or support because of personal illness or injury or unexpected emergency affecting the member.
- 43.3 Personal leave accrues at the rate of thirteen (13) days in the first year of service and sixteen (16) days in each year of service thereafter. Part-time team members and team members working flexible arrangements receive a pro-rata entitlement.
- 43.4 Payment for personal leave is subject to the provision of appropriate supporting documentation that would satisfy a reasonable person that the leave was taken for the reason specified or for a permissible occasion, such as a medical certificate, provided team members were requested to provide such evidence prior to or at the time they advised their inability to attend for duty.
- 43.5 Appropriate documentation will always be required to be provided in the event a team member is seeking to access Personal Leave:
- (a) for two or more consecutive days;
 - (b) for a single day where the team member has had seven (7) or more single day absences without appropriate supporting documentation in 12 months; and
 - (c) leave is taken immediately before or after annual leave or a public holiday (unless

the team member is rostered for duty on the public holiday or annual leave and does in fact attend for duty).

- 43.6 Where appropriate documentation is required, in some circumstances, Virgin Australia may accept a statutory declaration in lieu of a medical certificate. This will be assessed on a case by case basis.
- 43.7 Casual team members are not entitled to Personal Leave.

44. Emergency leave

- 44.1 Virgin Australia recognises that there will be times when a team member may experience life circumstances or events that are beyond their control. Emergency Leave is a safety net for team members for emergency purposes.
- 44.2 Emergency Leave should be granted to enable the team member to deal with the immediate and/or significant situation.
- 44.3 Team members are able to access up to three (3) days of paid Emergency Leave per year. Emergency leave does not accrue from year to year.
- 44.4 Virgin Australia may request evidence to support an application for Emergency Leave.
- 44.5 The purpose of the leave is for attending to short term personal emergencies that are:
- (a) unplanned, unforeseen, and unavoidable; and
 - (b) require the direct and immediate involvement of the team member; and
 - (c) where no alternative arrangements can be made.
- 44.6 Emergency Leave may also be granted for bereavement or compassionate reasons, for example to attend the funeral of a relative or close friend or relative.
- 44.7 It is not appropriate to grant Emergency Leave in situations where there is a more appropriate leave provision (e.g. personal leave or annual leave), or where the circumstances under which the leave is requested are under the team member's control (for example, a breakdown in child care arrangements).
- 44.8 Casual team members are not entitled to Emergency Leave.

45. Special Circumstances Leave

- 45.1 Virgin Australia recognises that there will be times when a team member may experience exceptional life circumstances that are beyond their control.
- 45.2 Special Circumstances Leave may be made available for a team member to take time away from the workplace to assist in coping with an unexpected challenge which has occurred in their life.
- 45.3 In these circumstances, Special Circumstances Leave, which may be either paid or unpaid, may be granted at the direction of the General Manager.

- 45.4 If you are approved for paid Special Circumstances Leave, this leave will be paid at the team member's base rate of pay (not including overtime, shift penalties, allowances, etc).
- 45.5 Casual team members are not entitled to Special Circumstances Leave.

46. Rostered days off

- 46.1 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 (1) RDO per month worked. One RDO is equivalent to eight (8) hours.
- 46.2 RDOs are incorporated into monthly rosters.
- 46.3 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 RDOs.
- 46.4 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 46.1.
- 46.5 Casual team members are not entitled to RDOs.

47. Parental leave

- 47.1 Parental leave (primary caregiver, secondary caregiver or adoption 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.

47.2 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 Australia 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 Australia 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.

47.3 Definitions

- (a) Continuous Service: means service, including a period of authorised leave, under an unbroken contract of employment.
- (b) Parental Leave: covers primary caregiver, secondary caregiver or adoption leave.
- (c) 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 16 years of age, and where the adopted child/children has/have not previously lived continuously with either parent for at least six (6) months and is/are not a

child/children or stepchild/stepchildren of the team member or the team member's spouse.

- (d) 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.
- (e) Special Maternity Leave: unpaid leave taken by an eligible team member because:
- (f) They are pregnant and has a pregnancy related illness; or
- (g) They have 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.

47.4 Entitlement

Whilst primary caregiver, secondary caregiver 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. A team member can split the primary caregiving of the relevant child/children with the other parent, however:

- (a) There may only be one primary caregiver in respect of the relevant child/children at any given time for the purposes of this clause.
- (b) Paid primary caregiver leave must be taken from when the child is born.
- (c) There must be no more than a total of 78 weeks parental leave (paid and unpaid), taken in one consecutive period, for the primary caregivers of the relevant child/children; and
- (d) Subject to this clause, any period of parental 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.

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

47.5 Primary Caregiver Leave

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

- (a) Ten weeks paid primary caregiver 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 parental leave, immediately following the 10 weeks paid parental 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 or she has accrued, such as annual leave or long service leave to be taken in conjunction with, primary caregiver leave, however the total amount of leave taken may not exceed 78 weeks.
- (e) Any period of primary caregiver leave taken by the team member 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) Primary caregiver leave generally starts at a time within six (6) weeks before the expected date of the birth of the child/children. Virgin Australia 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 the team member commences primary caregiver leave.
- (g) Access to accrued personal leave provided the team member maintains a minimum personal leave balance of what he or she would normally accrue in one (1) year. Accrued personal leave can be taken:
 - (i) during pregnancy, prior to the commencement of primary caregiver leave, for the purpose of attending necessary doctor/hospital appointments (this does not reduce the team member's primary caregiver leave entitlement); and/or
 - (ii) during primary caregiver leave (this does not extend the team member's period of primary caregiver leave, it just gives the team member the ability to receive more pay during the period of primary caregiver 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) They qualify for and have already formally applied for primary caregiver leave; and
 - (ii) They give Virgin Australia a medical certificate from a medical practitioner stating that they are fit to work but that it is inadvisable to continue in the present role. In this case, Virgin Australia may also ask the team member to see a Virgin Australia nominated doctor to understand the reasons and if possible, to provide the team member with duties that are suitable.

47.6 Secondary Caregiver Leave

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

- (a) Two (2) weeks paid secondary caregiver leave at the team member's base rate of pay (not including overtime, shift penalties, allowances etc).
- (b) Paid secondary caregiver 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.

47.7 Adoption Leave

Eligible team members (male and female) who comply with the notification and documentary requirements are entitled to the following leave in respect of an adoption of a child who is under 16 years of age:

- (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 Australia, they may each take three (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 Australia Group, they may take up to 2 days unpaid leave each.

47.8 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.

47.9 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 primary or secondary caregiver 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.

47.10 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 Australia leave form; and
 - (ii) a signed statutory declaration in the form approved by the Virgin Australia which details certain required information about the proposed period of parental leave which includes:
 - A. the expected date of birth/adoption of the relevant child/children;
 - B. the first and last days of the proposed parental leave;
 - C. details about who will be the primary caregiver of the child/children and when this will occur;
 - D. details about any parental leave taken or to be taken by the team member's spouse;
 - E. 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 Australia within 7 days about any changes to the information provided;
 - agrees that the Virgin Australia 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.

47.11 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.

47.12 Returning From Leave

- (a) 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.
- (b) If team member's former role no longer exists, and he/she is qualified and able to work for the Virgin Australia in another role, he/she is entitled to return to:
 - (i) that role; or
 - (ii) if there are two or more such roles – whichever role is nearest in status and remuneration to the team member's former role.
- (c) A full-time team member returning from parental leave as a primary caregiver can, within 12 months of returning, elect to move either to:
 - (i) a part-time role on a permanent basis; or
 - (ii) a part-time role for a temporary period of between six (6) and twelve (12) months. At the end of the period in the part-time role, the team member will return to their full-time role.
- (d) As well as the entitlement in subsection (c), a team member with parental responsibilities has the right to request flexible work arrangements to accommodate their responsibilities. VA will consider these requests and they will not be unreasonably refused.
- (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.

- 47.13 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.
- 47.14 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 primary caregiver leave lapses, Virgin Australia 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.
- 47.15 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.
- 47.16 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.
- 47.17 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 Australia to receive any further paid parental leave.
- 47.18 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 Australia 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.
- 47.19 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 four (4) weeks' notice.
- 47.20 A team member is not entitled to payment for public holidays that fall during a period of parental leave.

48. Domestic and family violence leave

- 48.1 Virgin Australia recognises that team members sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work, and is therefore committed to providing support to team members that experience family violence.
- 48.2 "Domestic and family violence" is abusive and/or violent behaviour used by one person to control and dominate another person or persons within a domestic relationship and may include physical, sexual, financial, verbal, or emotional abuse by a family member.

- 48.3 A team member experiencing domestic and family violence will have access to leave for medical appointments, legal proceedings, and other activities related to family violence, which will be in addition to existing entitlements and may be taken as consecutive or single days, or as a portion of a day.
- 48.4 Such leave will be capped at ten (10) days per calendar year, and does not accrue.
- 48.5 Proof of family violence may be required and can be in the form of a document issued by the Police Service, a Court, a Doctor, District Nurse, Maternal Health nurse, family violence support service, or lawyer.
- 48.6 All personal information concerning family violence will be kept confidential in line with Virgin Australia privacy policies and relevant legislation. No information will be kept on a team member's personnel file without their express written permission.
- 48.7 A team member experiencing family violence may raise the issue with their immediate supervisor, Port Manager, or a central contact in HR.
- 48.8 Virgin Australia will make every effort where practicable to accommodate:
- (a) Any temporary changes to a team member's span of hours, pattern of hours, or rosters;
 - (b) Change to telephone number or email address to avoid harassing contact;
 - (c) Any other appropriate measure including those available under existing provisions for family friendly or flexible work arrangements.

49. Leave without pay

- 49.1 Leave Without Pay (**LWOP**) is unpaid leave of absence from work in circumstances where a team member may wish to travel overseas for an extended period, undertake study, pursue personal or professional development opportunities (career break), allow a team member time to recuperate from an illness or injury that is not work-related, or in other circumstances when all other available paid leave has been exhausted.
- 49.2 Virgin Australia may, at its discretion, grant LWOP provided other available paid leave entitlements have been exhausted (subject to the separate Parental Leave provisions contained in this Agreement).
- 49.3 Virgin Australia is not required to grant leave without pay, but will give due consideration to each request;
- 49.4 LWOP can only be granted at the direction of the General Manager and is subject to operational requirements;
- 49.5 LWOP granted under clause 49.2 will not count as service for any purpose, including for the purposes of accruing annual leave, personal leave, or calculating redundancy pay which is based on years of continuous service with Virgin Australia.
- 49.6 LWOP does not break a team member's continuity of service with Virgin Australia.

50. Public Holidays

- 50.1 Team members (other than casual team members) are entitled to the following public holidays:
- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
 - (b) 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
 - (c) 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.
- 50.2 Team members working on a Public Holiday are entitled to be paid:
- (a) for at least four (4) hours' work;
 - (b) at double time except in the case of Christmas Day and Good Friday;
 - (c) at double time and a half in the case of Christmas Day and Good Friday.
- 50.3 Notwithstanding clause 50.2(a), a team member, whose shift spans a non-public holiday and a public holiday, will only be paid the increased rate outlined in clause 50.2 for the actual hours worked on the public holiday (even if this is less than four (4) hours).

51. Days in lieu

- 51.1 While days in lieu do not expire, team members are encouraged to take them within 12 months of accrual.
- 51.2 Team members will be required to exhaust their days in lieu prior to accessing annual leave, with the exception of two days in lieu which may be retained.
- 51.3 Team members (other than casual team members) are entitled to a day in lieu if a public holiday (other than a Sunday, if applicable) falls on a day on which a team member does not work.
- 51.4 Team members (other than casual team members) are entitled to a day in lieu if an annual leave or long service leave day falls on a public holiday that the team member would have otherwise been required to work on.
- 51.5 Team members may request to:
- (a) have their day in lieu paid out at any time at their ordinary hour rate; or
 - (b) take the day in lieu at a later date in accordance with this clause.
- 51.6 For the purposes of clause 51.3, a team member, whose shift commences on a non-public holiday but finishes on a public holiday, will not be considered to have worked the public holiday on that shift.

52. Compassionate leave

- 52.1 Team members may access compassionate leave in the following circumstances:
- (a) Upon death of an Immediate Family member or household member; or
 - (b) For the purposes of spending time with an Immediately Family member or household member who has a personal illness or injury that poses a serious threat to their life.
- 52.2 Subject to clause 52.3, a team member can access two (2) days paid leave on each occasion. However, if a team member is required to travel more than 400kms (or required to fly) for the purposes of the compassionate leave, the team member will be afforded an additional day of paid leave per occasion.
- 52.3 Casual team members are not entitled to any payment for compassionate leave taken under this clause.
- 52.4 Team members must notify Virgin Australia as soon as possible of their need to use compassionate leave, and Virgin Australia may require team members to provide documentation to support the compassionate leave.

53. 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.

54. Defence force and community services leave

- 54.1 If a team member is required for Australian Defence Force reserve leave and/or training or Community Service during the team member's rostered hours, leave will be granted in accordance with the Virgin Australia Leave Policy, as amended from time to time, unless otherwise agreed.
- 54.2 The period of leave will include reasonable rest time following any defence force or community service activity.

Part 5 Other Matters

55. Jury service

Team members will be paid when required to attend proceedings in accordance with the relevant Federal, State or Territory jury service legislation.

56. Training

- 56.1 Virgin Australia may require team members to undertake training to acquire or maintain skills.
- 56.2 Subject to operational requirements, Virgin Australia will provide training to team members to allow team members to obtain the skills required to progress within the classification structure.
- 56.3 Where Virgin Australia identifies a requirement to train more team members in a specialised skill, it will notify team members and allow them to express an interest in undertaking the training. A specialised skill refers to a skill for /GS5/GSA/GCC Advanced Level B, or a skill that Virgin Australia does not require all team members within a particular classification to obtain.
- 56.4 Team members may also make a request for training for skills in their current classification to their Manager. A team member's written request for this training will be considered by Virgin Australia within 14 days. Where Virgin Australia refuses a team member request to undertake training, it must provide the reasons for refusal in writing.
-

57. Training and daily deployments

Where team members are required to deploy to another base or training facility for duty, Virgin Australia will provide return travel in accordance with Virgin Australia policy and will provide confirmed return travel (at the closest possible time to the preferred time of travel).

58. Travel time payment

- 58.1 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.
- 58.2 For the purpose of this clause, travelling time will be calculated as follows:
- (a) There will be no component for travel between the team members' place of residence and their usual place of work;
 - (b) 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);

- (c) Except for travelling time referred to in clause 58.2(d) below, there will be no component for any subsequent travel after reaching the point of final destination (e.g. travelling time between the hotel and training facility at the point of final destination);
- (d) 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.

59. Investigations

- 59.1 If Virgin Australia has a serious concern about a team member's performance, conduct or behaviour, they may be suspended from performing their duties on pay.
- 59.2 The payment team members will be entitled to during a period of such suspension will be equivalent to what they would otherwise have received in accordance with their roster.
- 59.3 The rules of procedural fairness will apply in respect of any such investigation and team members will be entitled to representation throughout the process.

60. Security awareness training

Virgin Australia will provide security awareness training to team members on or before 2021 consistent with applicable law, and will discuss the implementation of this training and training providers through the National Workplace Consultative Committee.

61. 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 Australia. Virgin Australia reserves the right to seek reimbursement of costs from repeat lost card offenders.

62. Special assistance training

Virgin Australia will ensure that appropriate training is provided to all team members who are required to provide assistance to special needs guests. Any team member who considers that they have not been provided with adequate training may raise this with their manager so that additional training can be provided.

63. Delegate leave

- 63.1 Virgin Australia will provide ASU delegates with paid leave of up to 5 days per annum to attend Union delegates' meetings, Union training, or other Union activity directly relating to the representation of team members covered by this Agreement.
- 63.2 To ensure the smooth running of Virgin Australia's operations, delegates will be released by Virgin Australia for paid leave on the following basis:
- (a) For ports/locations with 50 or fewer team members – 1 delegate;
 - (b) For ports/locations with more than 50 team members but fewer than 100 team members - 2 delegates;
 - (c) for ports/locations with greater than 100 team members - 3 delegates.
- 63.3 The ASU will provide Virgin with no fewer than 14 days' notice in writing of leave under this clause.
- 63.4 In addition to the leave referred to above, delegates will be able to represent Union members in proceedings before the Fair Work Commission or similar tribunals without loss of pay provided that:
- (a) the request for any leave is reasonable; and
 - (b) a delegate will only be released to the extent that they are directly involved in the matter the subject of the proceedings or are required to advocate and/or provide instructions for or in respect of the matter the subject of the proceedings.
- 63.5 Delegates who take leave under this clause will be paid for each day of the leave the earnings that they would have received had the day been worked.

64. Payroll errors

Underpayment claims will be investigated promptly by Virgin Australia and, if substantiated, will be rectified no later than the next possible pay period. In the event of an underpayment exceeding \$250 gross or in circumstances of financial hardship, a team member may request that Virgin Australia process the rectification payment within 3 weekdays of being substantiated, or if this is not reasonably practicable (e.g. due to systems limitations), as soon as possible prior to the next pay period.

65. Overpayments

- 65.1 Should Virgin Australia overpay a team member their salary, an entitlement or allowance, repayments can be deducted from the team member's salary.
- 65.2 Virgin Australia must, however, first consult with the team member, taking into account the personal circumstances of the team member and the circumstances of the overpayment, with the aim of reaching agreement on the amount to be deducted from the team member's salary.

- 65.3 If, after reasonable attempts, Virgin Australia and the team member cannot reach agreement on the amount to be deducted from the team member's salary, Virgin Australia can deduct an amount up to 5% of the team member's net fortnightly salary from each pay of the team member until the overpayment is repaid. Virgin Australia will not commence deductions from a team member's fortnightly salary where the team member disputes the quantum of any overpayment in circumstances where there is a reasonable basis for the dispute and both parties are acting in good faith in relation to such dispute.
- 65.4 Notwithstanding clause 65.3, if the amount outstanding has not been repaid before termination of employment, Virgin Australia may deduct the outstanding amount from a team member's final pay.

66. Requirements of employment

- 66.1 Team members are required to obtain, and keep valid and current at all times, any licences and qualifications which are required by an airport or regulatory authority for the team member to carry out their duties.
- 66.2 A team member's ongoing employment is subject to:
- (a) the team member being able to lawfully work in Australia on an ongoing basis;
 - (b) the team member remaining eligible for an Aviation Security Identification Card (ASIC), or equivalent if replaced (for roles requiring the team member to hold a valid ASIC).
- 66.3 A team member must inform Virgin Australia of any circumstances which impact the ability of a team member to maintain or obtain a licence or qualification required to carry out their duties (e.g. a team member may not be able to hold an airside drivers licence if they lose their State drivers licence).
- 66.4 If a team member fails to keep current a licence or qualification necessary to perform a skill within their classification, Virgin Australia may pay the team member at the classification below their current classification until the first full pay period after they regain the licence or qualification.

67. Stand Down

- 67.1 Virgin Australia may stand down team members (with or without pay) if they cannot be usefully employed because of:
- (a) a catastrophic event (including a pandemic such as COVID-19 or terrorist attack) or natural disaster; or
 - (b) a breakdown of machinery or equipment, if Virgin Australia cannot reasonably be held responsible for the breakdown (including a fleet grounding due to mechanical/safety reasons that Virgin Australia cannot reasonably be held responsible for);
- 67.2 Virgin Australia must consult with team members and the ASU in accordance with clause

11 before standing down team members under this clause.

67.3 Consultation with team members and the ASU must address:

- (a) whether team members can access paid leave before and during a period of stand down;
- (b) remuneration that can reasonably be provided to team members during a period of stand down;
- (c) rostering in respect of any work available to team members during the stand down, and how the work available to team members can be maximised;
- (d) whether team members can access voluntary redundancies during a period of stand down;

67.4 Under this provision, Virgin Australia must also consider how any stand down can be structured to maximise the ability of team members to access secondary employment during the period of the stand down.

67.5 Virgin Australia's consultation obligations under this clause remain ongoing during the period of stand down with a view to returning team members to normal working arrangements as soon as reasonably possible.

68. Renegotiation of Agreement

The parties commit to commencing the renegotiation in January 2022.

69. 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.

Appendix 1: Hourly Wage Rates
(refer to clause 32 – Classification and Wage rates)

The following Hourly Rates are payable from the first full pay period following Commencement of this Agreement.

Guest Services

Existing Team Members

Classification level	Wages – Hourly Rate
GS Trainee	\$22.22
GS1	\$23.26
GS2	\$23.62
GS3A	\$24.64
GS3B	\$25.46
GS4	\$25.95
GS Advanced	\$27.27

New Team Members

Classification level	Wages – Hourly Rate
GA Trainee	\$22.22
GA1	\$23.26
GA2	\$24.64
GA Advanced	\$27.27

AMCO

Classification level	Wages – Hourly Rate
AMCO	\$27.27
Bay Planner	\$28.19

Guest Contact Centre

Classification Level	Wages – Hourly Rate
GCC Advanced Agent B	\$29.97
GCC Advanced Agent A	\$28.85
GCC Agent 2	\$28.01
GCC Agent 1	\$26.33
Trainee Agent	\$23.15

Appendix 2: Classification duties (refer to clause 26 – Classification duties)

Guest Services

Existing Team Members

Guest Services Trainee (GST)

Trainees are new team members training to become Guest Services Operators. Trainees carry out a minimum 6 months on the job training and induction with associated assessment. Trainees may perform all duties up to GS2 level

Guest Services Level 1 (GS1)

- Check-in (including groups)—collecting ticket coupons, tagging baggage, issuing boarding passes, checking passports and visas, accepting and weighing bags, and collecting excess baggage charges where appropriate
- Providing information on itineraries, fares and fare rules
- Utilising airline ticketing system to quote, issue and re-issue tickets as appropriate
- Maintain knowledge of company procedures and products
- Passenger marshalling including guest interaction and assisting guests where required
- Assistance of guests with special needs including use of wheelchairs
- Greeting guests entering the terminal / queues including providing direction and answering questions
- Coordinate queues including calling forward guests running late for flights and directing guests to appropriate counters
- Make public announcements
- Handling of guests who have been disrupted and/or recovery of poor guest experience by carrying out functions in the DCS (including: changing flights, go-show, fly forward, re-seating) and issuing meal / hotel vouchers
- Collect / process / handle all forms of payment including cash and EFTPOS
- Transfer desk activities
- Ensure that flight information display screens associated with allocated check-in desk / boarding gate / work area is displaying accurate information
- Administration associated with the above duties

Guest Services Level 2 (GS2)

- Baggage Services duties including tracing lost and damaged baggage and end-to-end handling of customer issues associated with lost/damaged/late/early baggage

- Service Desk duties including flow forward, standby, upgrades, and implementing delay handling procedures with limited or no guidance
- Boarding Gate duties including driving aerobridges
- Lounge and Priority Check-in duties including use of associated systems, eg. Lounge Management System
- Flight Close duties
- Entry of precision timing and other information into the Precision Turnaround Report or other relevant systems

Guest Services Level 3 (GS3)

- Be able to construct and quote complex and/or non-automated fares and/or taxes and to issue all ticketing documentation including manual tickets as required

Guest Services Level 4 (GS4)

- Work with limited guidance or direction
- Implement new/improved systems, as directed
- Maintain professional relationships with customers
- Assist in the co-ordination of staffing resources at operational areas
- Handle sensitive enquiries with tact and discretion
- Resolve customer complaints
- Research and collate data from various information sources
- Determine problems and potential problems, identify options for resolution and take corrective action

Guest Services Level 5 (GS5) (Advanced)

- Where appropriate, oversee a small number of staff carrying out Guest Services duties with the aim of providing the best possible service within their control
- Providing direction, monitoring performance/service delivery and providing coaching/feedback to relevant team members
- Timely documentation of coaching / feedback in chronology (or alternate system)
- Allocate breaks to team members where appropriate
- Perform specific roles at the most senior level of complexity/responsibility in Guest Services including:
 - International Turnaround Coordinator for wide-body aircraft
 - Perform security checks in accordance with down-line country requirements, e.g. TSA

- Coordinate people involved in turnarounds to ensure all parties complete tasks within set timeframes
- Oversee below wing and 3rd party activities including completion of safety audits
- Service Desk Coordinator including:
 - Cash/float distribution/reconciliation/banking
 - Supporting team members with complex ticketing problems where appropriate, e.g. at service desk
 - Pre-flight duties including allocation of high value guest seating, performing upgrades/regrades based on flight loads and guest composition and resolving ticketing issues, i.e. ETO
 - Performing secondary visa checks in the Departure Control System
- Baggage Services Coordinator including:
 - Recovering customer satisfaction when a bag is lost or damaged by personally providing, and ensuring that the team provide, the best possible service within their control
 - Contain costs within Baggage Services where possible through proactive planning and/or tactical use of couriers/repairers while still achieving desired levels of customer satisfaction
- Transfer Desk Coordinator
- Lounge Coordinator

Note that the above duties are not limited only to roles under which they are specified.

- Front of house disruption coordination including oversight of a small number of staff
- Communicating information about guest recovery to relevant areas eg. Baggage details to bag room
- Handling of complex or escalated customer service issues
- Maintain an expert level of knowledge in relevant systems including the DCS
- Use superior initiative, discretion, reasoning and judgement – making decisions within level of empowerment
- Assisting with the development and implementation of new/improved systems
- Provide recommendations on changes to current service provision and resource allocation where appropriate
- Draft report and correspondence containing recommendations, where appropriate

New Team Members

Guest Services Agent Trainee (GAT) Trainees are new team members training to become Guest Services Operators. Trainees carry out a minimum 6 months on the job training and induction with associated assessment. Trainees may perform all duties up to GS1 level

Guest Services Agent Level 1 (GA1)

- Check-in (including groups and priority guests) — collecting ticket coupons, tagging baggage, issuing boarding passes, checking passports and visas, accepting and weighing bags, and collecting excess baggage charges where appropriate
- Providing information on itineraries, fares and fare rules
- Utilising airline ticketing system to quote, issue and re-issue tickets as appropriate
- Maintain knowledge of company procedures and products
- Passenger marshalling including guest interaction and assisting guests where required
- Baggage Services duties including tracing lost and damaged baggage and end-to-end handling of customer issues associated with lost/damaged/late/early baggage
- Assistance of guests with special needs including use of wheelchairs
- Greeting guests entering the terminal / queues including providing direction and answering questions
- Coordinate queues including calling forward guests running late for flights and directing guests to appropriate counters
- Make public announcements
- Boarding Gate duties including driving aerobridges
- Lounge duties including use of associated systems, e.g. Lounge Management System
- Flight Close duties
- Entry of precision timing and other information into the Precision Turnaround Report or other relevant systems
- Handling of guests who have been disrupted and/or recovery of poor guest experience by carrying out functions in the DCS (including: changing flights, go-show, fly forward, re-seating) and issuing meal / hotel vouchers
- Collect / process / handle all forms of payment including cash and EFTPOS
- Transfer desk activities
- Ensure that flight information display screens associated with allocated check-in desk / boarding gate / work area is displaying accurate information
- Administration associated with the above duties

Note:

- GA1 team members will only be able to perform Baggage Services duties and Aerobridge Driving duties if the team member has been trained and assessed as competent
- Not all GA team members will be required to undertake Baggage Services duties and Aerobridge Driving duties and training for these skills will be offered on the basis of seniority

Guest Services Agent Level 2 (GA2)

- Service Desk duties including flow forward, standby, upgrades, and implementing delay handling procedures with limited or no guidance
- Be able to construct and quote complex and/or non-automated fares and/or taxes and to issue all ticketing documentation including manual tickets as required

Guest Services Agent Advanced (GAA)

- Where appropriate, oversee a small number of staff carrying out Guest Services and Lounge duties with the aim of providing the best possible service within their control
- Providing direction, monitoring performance/service delivery and providing coaching/feedback to relevant team members
- Timely documentation of coaching / feedback in chronology (or alternate system)
- Allocate breaks to team members where appropriate
- Perform specific roles at the most senior level of complexity/responsibility in Guest Services including:
 - International Turnaround for wide-body aircraft including:
 - Perform security checks in accordance with down-line country requirements, e.g. TSA
 - Coordinate people involved in turnarounds to ensure all parties complete tasks within set timeframes
 - Oversee below wing and 3rd party activities including completion of safety audits
 - Service Desk including:
 - Cash/float distribution/reconciliation/banking
 - Supporting team members with complex ticketing problems where appropriate, e.g. at service desk
 - Pre-flight duties including allocation of high value guest seating, performing upgrades/regrades based on flight loads and guest composition and resolving ticketing issues, i.e. ETO.
 - Performing secondary visa checks in the Departure Control System
 - Baggage Services including:
 - Recovering customer satisfaction when a bag is lost or damaged by personally

providing, and ensuring that the team provide, the best possible service within their control

- Contain costs within Baggage Services where possible through proactive planning and/or tactical use of couriers/repairers while still achieving desired levels of customer satisfaction
- Transfer Desk;

Note that the above duties are not limited only to roles under which they are specified

- Front of house disruption coordination including oversight of a small number of staff
- Communicating information about guest recovery to relevant areas eg. Baggage details to bag room
- Handling of complex or escalated customer service issues
- Maintain an expert level of knowledge in relevant systems including the DCS
- Use superior initiative, discretion, reasoning and judgement – making decisions within level of empowerment
- Assisting with the development and implementation of new/improved systems
- Provide recommendations on changes to current service provision and resource allocation where appropriate
- Draft report and correspondence containing recommendations, where appropriate

Airport Control

Airport Movement Coordinator (AMCO)

- Maintain in-depth knowledge about company standards including: weight and balance procedures and flight information display standards
- Process and communicate information that affects aircraft movement, receipt and dispatch
- Coordination on a daily basis of Virgin Australia's airport operations which include sourcing and relaying NOTAMs, flight plans, weather and to prepare and issue departure control paperwork
- Support preparation and delivery of aircraft load and trim documentation
- Coordinate third parties servicing aircraft such as re-fuelling, catering and cleaning
- Ensure that Flight Information Display systems are displaying accurate information
- Create and disseminate reports (and recommendations where appropriate) related to above work
- Troubleshoot operational issues as they arise

- Perform Disrupt Coordinator role with appropriate cross-training

Disrupt Coordinator (DC)

- See Guest Services Level 5/Guest Services Agent Advanced
- Maintain in-depth knowledge of compensation guidelines and other policies related to disruption handling and service recovery
- Be the main point of coordination for local airport disruption response
- Liaise closely with Guest Re-accommodation Control (GRC) and other areas to raise local issues and receive/interpret recovery information to action in the local airport
- Rapidly disseminate information to internal and external stakeholders involved in disruption recovery
- Monitor and re-book guests who may miss their flight connections
- Trouble-shoot complex recovery situations
- Source and book hotel rooms and transport for guests
- Create and disseminate reports (and recommendations where appropriate) related to above work, e.g. hotel expenditure
- Perform AMCO role with appropriate cross-training

Bay Planner

- Proactively create (or review) the bay allocation plan for head start departures, and then maintain the bay allocation plan throughout the day of operations
- Where multiple people are involved in bay planning/ coordination, be the leader in this activity
- In doing the above:
 - Aim to optimise the balance between safety, OTP, guest satisfaction, efficiency and other operational requirements
 - Consider all relevant facilities and other constraints
 - Consider the impact of allocating aircraft/ equipment/ people to some locations/ gate vs. others
 - Consider the best plan to avoid push back conflicts and
 - Liaise extensively with stakeholders

Guest Contact Centre

Guest Contact Centre 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.

- Attend classroom style training and receive feedback
- Complete participant manuals
- Perform basic tasks in the GDS
- Process customer bookings and changes
- Respond to customer enquiries
- Transfer escalated queries to GCC Advanced B Agents
- Perform tasks outlined below in part (b) with support and supervision with individual coaching and development goals
- Adhere to agreed individual coaching and development goals

Guest Contact Centre Agent (Agents 1 and 2):

Guest Contact Centre Agents 1 and 2 will undertake learning in products, processes and skills beyond the basics (e.g. rescheduling, interline, code share, Velocity frequent flyer, complex/escalated issues and special assistance without limitation to assist guests). Through experience and coaching they will develop the required skills to work confidently, requiring a reduced level of support or supervision, whilst incrementally extending their specific Virgin Australia knowledge and capability.

- Respond to general customer enquiries by phone, letter or email
- Process bookings and changes
- Issue tickets and customer itineraries
- Assist with general membership enquiries and queries
- Apply membership points and redemptions
- Provide best customer solution and options to maximise travel experience and Virgin Australia revenue
- Exercise discretion service recovery action with our customers
- Assist in troubleshooting and resolving system issues
- Convert queries into sales to maximise Virgin Australia revenue
- Interpret and appropriately escalate customer feedback, compliments, complaints and suggestions
- Ensure business procedures and process are consistently applied as per the trained

requirements

- Take escalated queries from Customers and Agents
- Handle, assist and resolve internal Business queries
- Act as an agent support desk (E.g. Priority Assistance Desk)
- Ability to demonstrate exceptional customer service experience
- Meet or exceed set KPIs
- Assist with GCC operational co-ordination

Guest Contact Centre Advanced A:

Guest Contact Centre Advanced A are advanced team members who, in addition to the duties of a Guest Contact Centre Agent (1 and 2), are required without limitation to be:

- Fully competent in two of the three following areas of the Guest Contact Centre: PCH, PAD and Admin (including both MEDA and Flight Change areas); and
- Who have these two skill sets assigned to their login permanently.

Guest Contact Centre Advanced B:

Guest Contact Centre B are team members who have been appointed through a recruitment and selection process (advancing from GCC Agent 2 or GCC Advanced A. In addition to the duties of a GCC Agent 2 or GCC Advanced A, GCC Advanced B team members are required, without limitation, to assist and support the GCC Department in various roles as subject matter experts (SMEs) and also support Team Leaders in a relief capacity based on operational requirements.

In addition to GCC Advanced A skills and rostered duties, the duties performed by an Advanced B will also include the following:

- Provide support which includes general floor walking support as required
- Receive escalated calls from GCC Training Agents, GCC Agents 1 and 2 and GCC Advanced A team members
- Offer escalated support for GCC Training Agents, GCC Agents 1 and 2 and GGG Advanced 4 team members
- Temporary Relief Team Leader duties when required
- Assist Team Leaders with administrative duties when required
- Assist with small team briefings/shift information sessions
- Temporary Relief Hub duties when required

The duties of a GCC Advanced B include assisting in a GCC operational duties role which is once-removed from the Guest Contact Centre Advanced Agent level (e.g. Relief Team Leader or Relief Hub duties), and no higher duties payment will be applicable. However, a higher duties payment will be paid in accordance with clause 34 for any shifts where the team member is rostered in a Relief Team Leader or Relief Hub role.

Signed as an agreement between:

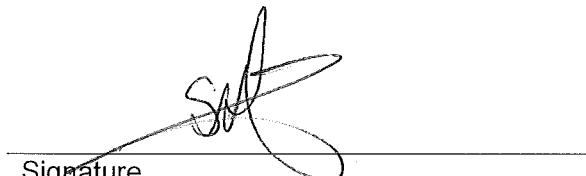
Signed for and on behalf of Virgin Australia Airlines Pty Ltd (ACN 090 670 965)

Full Name: *Stuart Aggs*

Address: c/o Level 11, 275 Grey Street, South Brisbane QLD 4101


Position: Group Executive, Virgin Australia Airlines

Explanation of Authority to Sign Agreement: The above person is authorised by the Employer to sign the Agreement on its behalf


Signature

17/12/20
Date

In the presence of:


Signature

Anita Kennedy,
Print Name

Signed on behalf of the Australian Municipal, Administrative, Clerical and Services Union (ASU)

Full Name: Robert Potter

Address: 116 Queensberry St, CARLTON.

Position: NATIONAL SECRETARY

Explanation of Authority to Sign Agreement: The above union is a bargaining representative in accordance with the *Fair Work Act 2009* (Cth) and the above person is authorised to sign on its behalf



Signature

17/12/2020

Date

In the presence of:



Signature

17/12/2020

Print Name

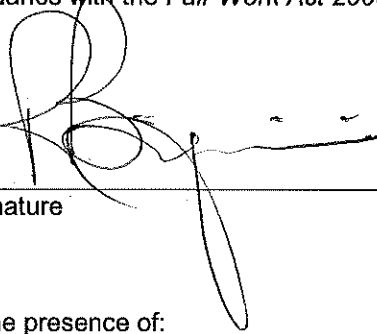
Signed on behalf of the Transport Workers' Union (TWU)

Full Name: PETER BIAGINI

Address: 11 ALEXANDRA PL MURARRIE Q4172

Position: TWU Queensland Branch Secretary


Explanation of Authority to Sign Agreement: The above union is a bargaining representative in accordance with the *Fair Work Act 2009* (Cth) and the above person is authorised to sign on its behalf



Signature

Date 16/12/2020

In the presence of:



Signature

MARGARITA GERRATO

Print Name



VIRGIN AUSTRALIA AIRLINES PTY LTD
PO Box 1034
Spring Hill QLD
Australia 4004
T +61 7 3295 3000
www.virginaustralia.com

Virgin Australia & ASU Guest Services & Guest Contact Centre Agreement 2020

Application for the Approval of Enterprise Agreement (AG2020/4037)

UNDERTAKINGS

Pursuant to section 190 of the *Fair Work Act 2009* (Cth) (**Act**), Virgin Australia Airlines Pty Ltd (**Virgin Australia**), the employer who will be covered by the proposed *Virgin Australia & ASU Guest Services Guest Contact Centre Agreement 2020* (**Agreement**), seeks Fair Work Commission approval of the Agreement with the following undertakings:

Clause 42 – Annual Leave

Virgin Australia confirm that a “shift worker” as defined in clause 2.14 of the Agreement is a shiftworker for the purposes of the National Employment Standards and shift workers are entitled to additional annual leave as set out in clause 42.1(a) of the Agreement.

Clause 32 – Disrupt Coordinators

Virgin Australia confirms that any employees engaged in the Disrupt Coordinator classification will be paid the wage rate for the GSA/GAA classification.

Clause 39 – Shift loadings

Virgin Australia confirms that any shifts commencing after midnight and before 0400 will be treated and paid as a “Night Shift” for the purposes of clause 35.1 of the Agreement. For the avoidance of doubt, a shift commencing between 0400 and 0700 will be a “Morning Shift” for the purposes of the Agreement.

Clause 36 – Overtime

Virgin Australia Airlines confirms that under clause 36.2(b), team members will be paid overtime where they are rostered or required to work more than 38 hours per week averaged over a 28 day period.

Clause 28 – Allowances

Virgin Australia Airlines confirms that it will apply the Daily airport travel allowance (clause 28.1(f)) and the Language allowance (section 28.1(g)) to GCC team members.

Part-time overtime – Day workers

The Employer confirms that any part-time day workers engaged under the Agreement will be paid overtime at 150% of their hourly rate for the first two hours, and 200% of their hourly rate after 2 hours for hours worked outside the ordinary spread of hours (as outlined in clause 24.1 of the Agreement).

Sunday work – Day workers

The Employer confirms that all work performed by day workers on a Sunday will be paid at 200% of their hourly rate.



Clause 46 – Rostered days off

The Employer confirms that full-time team members engaged in day work for 40 hours per week will be entitled to 13 rostered days off (RDOs) per year, accruing at the rate of one (1) RDO per 28 days worked.

Signed on behalf of Virgin Australia Airlines Pty Ltd:

A handwritten signature in black ink, appearing to read "Todd Reynolds", written over a horizontal line.

(Signature of authorised person)

29 January 2021

(Date)

Todd Reynolds

(Name of authorised person)